

TERMS OF SERVICE

Iron Elephant, LLC (“Company,” “we,” “us,” or “our”) grants you (“Client,” “you,” or “your”) a personal, nontransferable, and nonexclusive license to access and use the website and content portal at <https://community.virtualflipformula.io/> (the “Portal”) and to utilize certain educational and informational services, content, tools, and resources provided by the Company (collectively, the “Services”), subject to these Terms of Service (the “Terms”).

YOUR ACCESS TO AND USE OF THE SERVICES IS CONDITIONED UPON YOUR ACCEPTANCE OF AND COMPLIANCE WITH THESE TERMS. BY ACCESSING OR USING THE SERVICES YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DISAGREE WITH ANY PART OF THE TERMS THEN YOU DO NOT HAVE PERMISSION TO ACCESS THE SERVICES.

BINDING ARBITRATION NOTICE AND CLASS ACTION WAIVER: THESE TERMS AND CONDITIONS INCLUDE AN ARBITRATION CLAUSE AND A WAIVER FOR CLASS ACTION SUITS THAT SIGNIFICANTLY AFFECTS YOUR RIGHTS CONCERNING HOW TO RESOLVE DISPUTES. PLEASE READ IT THOROUGHLY.

1) General Overview.

The Services offered by the Company are for educational and informational purposes only and are not intended to provide financial, legal, or investment advice. While the Services may include training, tools, and support designed to help you improve your skills in real estate wholesaling or related fields, the Company makes no representations or guarantees regarding income, profits, results, or business success. Individual outcomes depend on numerous factors, including your effort, experience, and market conditions. These Terms include important provisions regarding payment obligations, recurring billing (where applicable), intellectual property protections, limitations on liability, dispute resolution, refund and chargeback policies, and the Company’s right to update or modify these Terms at any time. Your continued use of the Services after any such modifications constitutes your acceptance of the revised Terms. You are encouraged to review these Terms regularly to stay informed of your rights and responsibilities.

2) Registration Fee.

You have paid Company a registration fee (“Registration Fee”) corresponding to the specific Services you selected. The Registration Fee grants you access only to the particular Services included with that purchase, as described in the Service’s respective section. Access to other Services, programs, or content not expressly included in your purchase is not granted and may require a separate fee or registration. **The Registration Fee is non-refundable. There are no guarantees of results or earnings. No refunds will be issued under any circumstances. By purchasing, you acknowledge and agree to this policy. You further confirm that you received and reviewed these Terms prior to making payment and had the opportunity to ask the Company any questions regarding the Terms, the Services, or the Registration Fee before completing your purchase.**

3) Payments.

By enrolling in or purchasing any Services, Client agrees to pay all fees and charges associated with such Services as disclosed at the time of purchase, including any applicable recurring charges. Client authorizes the Company to charge the credit card or payment method provided on a recurring basis (if

applicable), without requiring separate authorization for each payment. Client represents and warrants that all payment information provided is accurate, current, and complete, and that Client is authorized to use the designated payment method. Client agrees to promptly update their payment information in the event of any changes to maintain uninterrupted access to the Services. Failure to make timely payments may result in suspension or termination of access to the Services.

4) Recurring Payment Authorization.

By enrolling in Services that involve recurring payments, Client expressly authorizes the Company to securely store Client's payment information and automatically charge the designated payment method in accordance with the agreed billing schedule. Client will receive at least ten (10) days' advance notice of any change in pricing. Client may revoke this authorization at any time by providing written notice to the Company at least thirty (30) days prior to the next scheduled billing date. Revocation of authorization may result in termination of access to the applicable Services.

5) Access.

- a) Access. By entering into this Agreement, you will be granted a revocable license to access the Services. Your access privileges, however, are conditioned on your adherence to the Terms. We reserve the right to temporarily deny you access to the Services or permanently terminate your access privileges at any time if, in our sole discretion, you have failed to abide by the terms of this Agreement or appear to us likely to do so. By agreeing to grant you access, we do not obligate ourselves to do so or to maintain the Services, or to maintain it in its present form, and we expressly reserve the right to modify, suspend, or terminate your access privileges.
- b) Prohibited Uses. You understand, acknowledge, and agree that any access or use of the Services shall be for your personal, non-commercial use only, and that you will not commercially exploit any portion of the Services. You understand, acknowledge, and agree that any access or use of the Services shall be solely on behalf of you or your organization, and that you have all authorizations and rights necessary to use any portion of the Services on behalf of your organization.
- c) Privileges Nontransferable. Your access privileges may not be transferred by you to any third parties.
- d) Passwords and Security. You agree not to disclose to anyone your confidential password and to notify us immediately if there has been a breach of your security that affects our Services.

6) Ownership and Intellectual Property.

All rights, title, and interest in and to the Services, including all associated content, materials, and intellectual property, are and will remain the exclusive property of the Company. By using the Services, you agree that you do not acquire any ownership rights or licenses in or to the Services, their content, or any related materials. This includes, but is not limited to, all proprietary information, trademarks, training content, software, templates, and documents provided through the Services.

The Company reserves the right to update, modify, suspend, or permanently discontinue any part of the Services at any time, with or without notice to you.

Additionally, any questions, comments, feedback, ideas, suggestions, images, or other content you submit to the Company or post on any related platform (“User Submissions”) will be considered non-confidential and will become the sole property of the Company. The Company may use, reproduce, modify, publish, or distribute these submissions for any lawful purpose, commercial or otherwise, without notice, attribution, Client hereby irrevocably assigns, transfers, and conveys to the Company all rights, title, and interest in any submissions, ideas, feedback, content, or materials provided to the Company in connection with the Services, including all intellectual property rights therein. Client may not use the Services, materials, or content to train, certify, or coach other individuals, whether for free or for a fee, without the express written consent of the Company. All training and coaching rights remain exclusively with the Company.

Notwithstanding the foregoing, Company shall have the right to seek temporary, preliminary, or permanent injunctive relief (without the requirement to post bond) in any court of competent jurisdiction to prevent or restrain any actual or threatened breach of these Terms, including but not limited to violations of intellectual property rights, confidentiality, or non-circumvention obligations.

7) User Eligibility.

By using the Services, you warrant (a) you are at least eighteen (18) years of age and are recognized as being able to form legally binding contracts under applicable law; (b) all registration information you submit will be true and accurate and updated as necessary to maintain accuracy; (c) you will not access the Services through automated or non-human means, whether through a bot, script or otherwise; (d) you will not use the Services for any illegal or unauthorized purpose; and (e) your use of the Services will not violate any applicable law or regulation.

8) Acceptable Use Policy.

By using the Services you agree that:

- a)** You will only use the Services for lawful purposes, and not for deceptive or fraudulent purposes; you will not send or store any unlawful material.
- b)** You will not use the Services to cause nuisance, annoyance or inconvenience.
- c)** You will not use the Services, or any content accessible through the Services, for any commercial purpose, including but not limited to contacting, advertising to, soliciting or selling to, any other clients.
- d)** You will not violate the publicity or privacy rights of another individual.
- e)** You will not copy or distribute any content displayed through the Services.
- f)** You will not create or compile, directly or indirectly, any collection, compilation, or other directory from any content displayed through the Services except for your personal, non commercial use.
- g)** The information you provide to us or otherwise communicate with us is accurate.

- h) You will not use the Services in any way that could damage, disable, overburden or impair any of our servers, or the networks connected to any of our servers.
- i) You will not attempt to gain unauthorized access to any part of the Services and/or to any service, account, resource, computer system and/or network connected to any of our servers.
- j) You will not deep-link to the Services or access the Services manually or with any robot, spider, web crawler, extraction software, automated process and/or device to scrape, copy or monitor any portion of the Services or any content on the Services.
- k) You will report any errors, bugs, unauthorized access methodologies or any breach of our intellectual property rights that you uncover in your use of the Services.
- l) You will not impersonate another person, act as another entity without authorization, or create multiple accounts.
- m) Your User Submissions do not contain material that solicits personal information from anyone under 18 or exploits people under the age of 18 in a sexual or violent manner, and does not violate any federal or state law concerning child pornography or otherwise intended to protect the health or wellbeing of minors.
- n) Your User Submissions do not violate any state or federal law designed to regulate electronic advertising.
- o) Your User Submissions do not contain pictures, data, audio or visual files, or any other content that is excessive in size, as determined by us in our sole discretion.
- p) The creation, distribution, transmission, public display and performance, accessing, downloading and copying of your User Submissions does not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights of any third party.
- q) You have fully complied with any third-party licenses relating to your User Submissions, and have done all things necessary to successfully pass through to viewers any required terms.

9) Limitations on Use and Prohibited Activities.

You may not use the Services for any purpose other than that for which Company has made the Services available. As a user of the Services, you shall not:

- a) Share, sell, transfer or otherwise make the Services available to any third person or entity;
- b) Name or refer to Company or your use of the Services in any of your advertisements or promotional or marketing materials without prior written consent from Company;
- c) Duplicate, download, publish, modify, create derivatives or otherwise distribute the Services for any commercial use, or for any purpose other than as described in these Terms;

- d) Use the Services in any manner that harasses, invades the privacy of or harms a person in any way;
- e) Violate any international, federal, state, or local law, rule or regulation, whether now existing or enacted in the future, or in any manner that would cause Company to violate any such laws, rules, or regulations;
- f) Engage in any automated use of the Services or using any data mining, robots or similar data gathering and extraction tools;
- g) Spam, phish, pharm, pretext, spider, crawl, or scrape;
- h) Systematically use the Services to create or compile, directly or indirectly, a collection, compilation, database or directory without Company's written permission;
- i) Infringe upon or violate Company's intellectual property rights or the intellectual property rights of others;
- j) Submit false or misleading information;
- k) Upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Services; or
- l) Interfere with or circumvent the security features of the Services.

You agree not to directly or indirectly, resell the Services, nor use the Services to create a competing product. Company reserves the right to terminate your use of the Services for violating any of the prohibited uses.

10) Refund Policy Disclosure.

All payments for Services are non-refundable. There are no guarantees of results or earnings. No refunds will be issued under any circumstances. By purchasing, you acknowledge and agree to this policy.

11) No Chargebacks.

Client agrees not to initiate any chargebacks or payment disputes with their credit card issuer or payment provider for any fees paid to the Company. By purchasing or enrolling in the Services, Client acknowledges and agrees that all sales are final and that the Company has a clear refund policy communicated at the time of purchase. As soon as payment is submitted, a benefit is conferred upon the Client in the form of access to proprietary content, coaching, tools, or other valuable resources, whether or not such benefits are fully utilized by the Client. Accordingly, chargebacks are strictly prohibited. In the event of an unauthorized charge or billing error, Client agrees to contact the Company first to attempt to resolve the issue before initiating any dispute with a financial institution. Any chargeback initiated by Client without first attempting resolution with the Company will be considered a breach of these Terms and may result in immediate termination of access to the Services, in addition to potential legal action to recover the disputed amounts and any associated fees.

12) Personal Guarantee.

If Client makes payment through a business entity, the individual executing this agreement personally guarantees all payments and obligations under these Terms and agrees to be held jointly and severally liable for any amounts owed.

13) No Investment Offerings.

Company does not offer investment opportunities, passive income guarantees, or securities. Services are strictly educational in nature and do not include, imply, or offer any form of investment, partnership, or profit-sharing arrangement with the Company or its affiliates.

14) Earnings Disclaimer.

Company does not make any guarantee of earnings or income. Any testimonials, case studies, or income examples provided in videos, webinars, websites, or during sales calls are not typical and should not be interpreted as a promise or guarantee of potential earnings. Your success depends on many factors, including your effort, experience, investment, and market conditions. Most clients do not earn income from participating in the Services.

If any income figures are presented by Company, either directly or through student testimonials, you may be entitled to an **Earnings Claim Statement** upon request. This document includes:

- a. The number and percentage of participants who earned the stated amounts;
- b. The time period in which those results were achieved;
- c. The average earnings of all participants; and
- d. Any material conditions or costs required to obtain those results

15) Testimonial Disclaimer.

The testimonials provided represent the individual experiences and opinions of specific clients and are presented for illustrative purposes only. These testimonials are not a guarantee, promise, or representation of actual or typical results. The outcomes described are exceptional and should not be relied upon as indicative of what any other client may achieve. Your results will vary based on numerous factors, including your effort, experience, market conditions, and implementation of the material. Most clients should not expect to achieve similar outcomes. Client acknowledges that any testimonials or examples provided in the Services or related materials reflect individual experiences and are not intended to guarantee or imply that others will achieve the same results. Testimonials are voluntarily submitted and may not reflect the experience of most customers.

16) Sales Practices Disclaimer.

Any urgency or time-sensitive language expressed by Company representatives is intended solely to reflect genuine limitations in program availability or enrollment windows and should not be interpreted as a promise, guarantee, or indication of potential results. The decision to enroll should be made thoughtfully and independently. You are strongly encouraged to review all materials

thoroughly, ask any necessary questions, and make an informed decision without pressure or expectation. The Company disclaims any liability for decisions made under perceived urgency.

17) Financing Disclaimer.

If you choose to finance your purchase through a third-party lender, you understand and agree that any such financing is arranged solely between you and the lender, and not with the Company. The Company does not endorse, recommend, or make any representations regarding the terms, reliability, or suitability of any third-party financing option. You are solely responsible for evaluating and entering into any financing agreement, and you assume all risk associated with repayment—regardless of any outcomes or results from the Services. The Company does not guarantee that you will earn income sufficient to repay any loan or financing obligation.

18) Results Disclosure.

The earnings, success stories, and testimonials presented through the Company’s marketing, sales calls, or online platforms are not representative of the results of all participants. Most clients do not earn income from participating in the Services. Company maintains documentation of client results and will make the average earnings and success rates available upon written request.

19) No Employment or Business Opportunity Disclaimer.

Participation in the Services does not create any offer or guarantee of employment, partnership, referral, or ongoing business opportunity. Client acknowledges that the Company makes no promises regarding job placement, income generation, or continued business engagement.

20) Terms for Services Offered.

The following terms apply specifically to the coaching, educational, and consulting Services offered by Company. The Services are designed to provide general educational information and strategic guidance related to real estate wholesaling. By enrolling in any of the following Services, Client acknowledges and agrees to the following with respect to each Service:

- a) Registration Fee: The fee for each Service is the amount agreed to by Client at the time of purchase or enrollment. All Service Fees are non-refundable unless otherwise expressly stated in a separate refund policy. The Company reserves the right to change pricing for any Services at any time in its sole discretion; however, such changes will not affect fees for Services already purchased or enrolled in by Client.
- b) Service Schedule: The schedule and timing of Services, including coaching sessions, training modules, and any related events, will be provided to Client upon enrollment or purchase. The Company reserves the right to modify the schedule, session times, or availability of Services at any time, with reasonable notice to Client when practicable. Client is responsible for attending sessions or accessing materials according to the provided schedule. The Company is not responsible for missed sessions or materials due to Client’s failure to attend or access the Services as scheduled.

- c) Included Benefits: The specific benefits and resources provided as part of each Service will be detailed at the time of purchase or enrollment. The Company reserves the right to modify, add, or remove benefits, content, or other resources included in the Services at any time without prior notice. Such changes will not affect Client's access to benefits previously granted unless otherwise communicated.
- d) Software Access: If the Services include access to or references to any software, platforms, or online tools (collectively, "Software"), Client's use of such Software is subject to these Terms and any additional terms set forth by the Company or the respective software provider. Any links, access, or referrals to third-party Software are provided solely for Client's convenience and do not constitute an endorsement, guarantee, or warranty by the Company. The Company makes no representations regarding the performance, reliability, or suitability of any third-party Software and disclaims any liability for disruptions, errors, unavailability, or other issues that may arise from its use. The Company reserves the right to modify, suspend, or discontinue access to any Software at any time, with or without notice. Client agrees to use any Software only for its intended purposes and in compliance with all applicable laws and these Terms. Access to Software may be limited or revoked at the Company's sole discretion.
- e) Additional Terms:
 - i) Enrollment in the Services constitutes express agreement to automatic billing.
 - ii) Client acknowledges and accepts responsibility for using the resources and implementing the strategies provided.
 - iii) All Services are offered for educational purposes only and do not constitute investment, legal, or financial advice. Results are not guaranteed and depend entirely on the Client's efforts and external market conditions.
- f) Time and Effort Disclaimer. While the Services are designed to be accessible for working professionals, the actual time commitment necessary for success varies by individual. Statements suggesting a specific amount of time or effort required are estimates only. Your results may vary significantly based on your commitment and market conditions.
- g) Registration Fee and Refund Policy.
 - i) **Refunds: The Client is aware there are absolutely no refunds on the Services.**
 - ii) Payment Plans: If you register with the Company using a multi-pay or payment plan, you are responsible for completing your monthly payments. If your credit card or payment method lapses, we will reach out to you and give you a five (5) day grace period to send us your new information. If you do not update your payment method during that grace period, your access and membership will be terminated and you will be removed from the program.
- h) Responsibilities.
 - i) Client's Commitment: The Client agrees to regular attendance in coaching calls, complete assigned tasks, engage in the community and implement strategies and reach out to the coach for help.
 - ii) Confidentiality: Client agrees to maintain the confidentiality of any information shared during the coaching sessions and not share their access credentials and

protect all proprietary information, unless otherwise agreed upon in writing or required by law.

i) Termination.

- i) Early Termination: Client may terminate any of the above Services for any reason by providing written notice to the coach. In the event of early termination by the Client, any fees paid will not be refunded.
- ii) **Refunds: The Company will not be liable to refund any fees paid by the Client for any reason.**

j) Inner Circle 90 Day First Deal Guarantee

- i) The Company offers a 90 Day First Deal Guarantee exclusively to Clients enrolled in the Inner Circle program.
- ii) To qualify for a refund under this guarantee, Client must complete all of the following requirements:
- iii) The 90 day period begins on the date the Client enrolls and submits payment for Inner Circle.
- iv) Client must make a total of fifty offers within the 90 day period. Offers must be made consistently throughout the 90 days. Offers posted all at once or in large batches will not qualify.
- v) Each offer must be documented by posting it in the Skool community on the same day the offer was made or the day immediately following. Each post must use the following format:
 - (1) Offer Amount Given
 - (2) Seller's Response
 - (3) Next Steps
- vi) The Client is not required to include property addresses in Skool posts when documenting offers. However, if the Client requests the 90 Day First Deal Guarantee, the Client must be able to show the Company the full property address tied to any posted offer so the Company can verify it was a real offer and review the Client's conversations, motivation, and deal analysis. Each Skool post must match a real property in the Client's CRM and must be verifiable upon request.
- vii) Client must be able to match each Skool post to a specific property in their CRM.
- viii) If Client completes all requirements listed above and does not close a real estate transaction within the 90 day period, the Company will refund the Registration Fee paid for Inner Circle.
- ix) Failure to complete any requirement disqualifies Client from eligibility.
- x) This guarantee applies only to Inner Circle and does not apply to any other program or service.

21) **Third-Party Tools and Links Disclaimer.**

The Services may include access to, integrations with, or recommendations for third-party tools, platforms, or software—including but not limited to real estate, CRM, or communication tools

(“Third-Party Tools”). These tools are made available or referenced solely for your convenience and are provided by their respective vendors on an “as-is” and “as-available” basis.

Company makes no representations or warranties regarding the reliability, functionality, security, availability, or accuracy of any Third-Party Tools or content linked from the Services. Company does not control and is not responsible for any disruptions, errors, service outages, data loss, or any other issues caused by or related to your use of such Third-Party Tools. Your use of any Third-Party Tools is at your own risk and subject to the terms and privacy policies of those vendors.

Company shall not be liable for any damages, claims, or losses arising out of or in connection with your use of—or reliance on—any Third-Party Tools or links.

22) TCPA Compliance.

- a) Consent to Receive Communications. By submitting your contact information, including but not limited to your phone number and email address, through the platform or any affiliated channels, you expressly consent to receive communications from Company, its affiliates, representatives, and third-party service providers. Such communications may be made via email, phone call, prerecorded voice message, and/or SMS text message using automated technology, in accordance with the Telephone Consumer Protection Act (TCPA) and other applicable laws.
- b) Opt-Out Rights. You may opt out of receiving promotional calls or messages at any time by following the unsubscribe instructions contained in the applicable communication or contact us at support@virtualflipformula.com out of marketing communications does not prevent us from sending you important account or service-related communications.
- c) Accurate Information Submission. You agree to provide accurate, current, and complete information when submitting any data to the Company, including during account registration, payment, or contact form submission. You agree not to impersonate any person or misrepresent your affiliation with any entity. You further acknowledge and agree that providing false or misleading information or using another individual’s contact information without proper authorization may result in immediate termination of your account and potential legal action.
- d) Consent Is Not a Condition of Purchase. You understand that your consent to receive communications is not a condition of any purchase or use of the Company’s services. If you choose not to provide consent, you may still access and use the Services, although some communications may be limited.

23) Recording Disclosure.

Coaching calls, community sessions, and support chats may be recorded by the Company for training, compliance, and dispute-resolution purposes. By participating in any such session or communication, Client expressly consents to being recorded and acknowledges that these recordings may be reviewed internally by the Company.

24) Nature Of Services – Educational Purposes Only.

All Services, including but not limited to training materials, coaching programs, templates, tools, videos, calls, and community access, are provided strictly for informational and educational purposes only. The Company does not guarantee or represent that any of the information provided is suitable for your individual business objectives or financial situation.

By participating in any Services, you acknowledge and agree that:

- You are engaging voluntarily and solely at your own discretion and risk;
- You are solely responsible for evaluating the information provided and how it applies to your own business or financial decisions;
- No client relationship of a fiduciary, legal, or investment nature is created between you and the Company.

You further acknowledge that the Services are not a substitute for professional advice, and you agree to consult with your own qualified advisors—such as attorneys, certified public accountants, or licensed investment professionals—before making any legal, financial, or business decisions based on the educational content.

25) No Guarantees Or Earnings Claims.

The Company makes no warranties, representations, or guarantees, express or implied, about the effectiveness, profitability, or results of any of the Services. While examples of prior client success may be shared for illustrative purposes, they do not represent or guarantee that current or future Clients will achieve similar outcomes.

Client results will vary and depend entirely on numerous factors outside of the Company's control, including but not limited to:

- Your own effort, initiative, and consistency;
- Market conditions and geographic variables;
- Execution of strategies;
- Economic and legal circumstances specific to your situation.

The Company does not guarantee that you will close a deal, secure leads, generate income, or experience any specific level of success through participation in any of the Services.

26) No Investment, Legal, or Financial Advice.

Nothing provided by the Company—whether through written materials, coaching sessions, videos, discussions, templates, or any other form of communication—constitutes or should be construed as legal advice, investment advice, tax advice, financial planning, or other regulated professional advice.

The Company and its representatives are not licensed financial advisors, investment professionals, or attorneys. All content is offered purely for educational purposes and is not intended to be relied upon as a basis for any investment or financial decision.

You understand and agree that any decisions or actions you take based on information received from the Company are made at your own discretion and risk.

27) Review and Feedback Rights.

Nothing in these Terms shall be interpreted to restrict or prohibit the Client from posting honest reviews or feedback about the Company's Services, in compliance with the Consumer Review Fairness Act (15 U.S.C. § 45b). The Company does not condition refunds or ongoing access to Services on any restriction of Client's right to express their personal opinion.

28) Assumption of Risk.

By accessing the Services, you accept and assume all risks associated with your use of the information. The business of real estate wholesaling involves uncertainty and risk. You are solely responsible for any losses, decisions, or actions you take as a result of your participation in the Services. You agree to release Company from any and all liability related to your use of the Services.

29) Data Privacy.

The Company is committed to respecting your privacy and protecting your personal data. Depending on your jurisdiction, including under laws such as the General Data Protection Regulation (GDPR) and the California Consumer Privacy Act (CCPA), as amended by the California Privacy Rights Act (CPRA), you may have certain rights regarding your personal data. To exercise these rights, you may contact the Company at support@virtualflipformula.com. Company will respond in accordance with applicable laws.

30) Confidential Information.

You agree not to disclose to any third party any information relating to Company's business or the Services. You certify that you have implemented and maintain a comprehensive information security program that contains administrative, technical and physical safeguards that are appropriate to the nature and scope of your internal use of the Services and the sensitivity of the information provided to you by Company; and that such safeguards are reasonably designed to (a) insure the security and confidentiality of the Services, (b) protect against any anticipated threats or hazards to the security or integrity of the Services, and (c) protect against unauthorized access to or use of the Services that could result in substantial harm or inconvenience to any consumer.

31) Privacy Policy.

Protecting your privacy and personal information is a priority for the Company. We are committed to maintaining the confidentiality, integrity, and security of the information you provide when accessing or using our Services.

The Company collects and uses your personal information solely for purposes related to providing and improving the Services, including processing payments, delivering program content, managing your account, and communicating with you about updates or changes.

We do not sell, rent, or share your personal information with third parties for marketing purposes. We will only share your information under the following circumstances:

- With your explicit consent;
- To trusted third-party service providers who assist in delivering our Services (such as payment processors), and only to the extent necessary;
- When required by law, subpoena, or other legal process; or
- To protect our legal rights or enforce these Terms.

The Company implements commercially reasonable administrative, technical, and physical safeguards to protect your information against unauthorized access, disclosure, alteration, or destruction.

By using the Services, you consent to the collection and use of your personal information as described in this policy. If you have any questions or concerns about our privacy practices, you may contact us at support@virtualflipformula.com.

32) Term and Termination.

These Terms shall remain in full force and effect while you use the Services. Without limiting any other provision of these Terms, Company expressly reserves the right to deny, cancel, terminate, suspend, or limit your future access to the Services, without notice or liability to you. If Company terminates or suspends your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party.

33) Changes.

Company may change these Terms, in whole or in part, at any time. Changes will be posted online in these Terms. Company will alert you about any changes by updating the “Last Updated” date of these Terms, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review the Terms to stay informed of updates. Your continued use of the Services shall constitute your acceptance of all changes, and each use of the Services constitutes your reaffirmation of your acceptance of these Terms. If you do not agree to the changes to these Terms, your sole and exclusive remedy will be to terminate your account and cease use of the Services.

34) Relationship of the Parties.

The relationship between Client and Company is strictly that of independent contracting parties. Nothing in these Terms or your use of the Services shall be construed to create any partnership, joint venture, employment, agency, fiduciary relationship, or any other form of legal association between Client and Company. Neither Client nor Company shall have any authority to bind, obligate, or represent the other in any manner, nor shall either party be deemed an agent, employee, or representative of the other for any purpose. Each party remains solely responsible for its own actions, obligations, and liabilities, and neither assumes any responsibility or liability for the actions or omissions of the other.

35) Non-Circumvention.

To preserve the integrity of Company’s business operations and protect its investment in training and onboarding, Client agrees that, without Company’s prior written consent, Client shall not, directly or indirectly, solicit, hire, retain, or otherwise engage—whether as an employee, contractor, advisor, or in any other capacity—any current or former employee, virtual assistant, contractor, coach, service provider, or vendor of the Company (collectively, “Covered Personnel”) during the term of the Services and for a period of twenty-four (24) months thereafter.

Any attempt to circumvent this provision, including by engaging Covered Personnel through third parties or intermediary entities, shall be considered a material breach. In the event of a violation, Client agrees to pay the Company, as the amount owed (and not as liquidated damages), the greater of: (a) \$25,000 per

impacted Covered Personnel, (b) three (3) times the amount paid by Client to the Company under the applicable program, or (c) the maximum amount permissible under applicable law. This amount reflects a reasonable approximation of the Company's costs, damages, and loss of business expectancy resulting from such interference. This section shall survive the termination or expiration of these Terms.

36) Indemnification.

To the maximum extent permitted by law, you agree to indemnify, defend, and hold harmless Company and its officers, employees, directors, and agents from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees), claims, demands, actions, or causes of action of any kind, including those resulting in injury or death, arising out of or related to your use of the Services or a breach of these Terms. Notwithstanding the foregoing, Company reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Company and its subsidiaries, affiliates, officers, agents, partners, and employees, and you agree to cooperate, at your expense, with the defense of such claims.

If you are a California resident, you expressly waive the protections of California Civil Code Section 1542, which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

If you reside in another jurisdiction, you waive any similar statute or common law principle that may apply.

37) Limitation of Liability.

YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. YOU ALONE ASSUME THE SOLE RESPONSIBILITY TO EVALUATE THE MERITS OR RISKS ASSOCIATED WITH THE USE OF ANY SERVICES OR ANY OTHER CONTENT PROVIDED BY COMPANY.

In no event shall Company or its subsidiaries, affiliates, officers, agents, partners, or employees be liable to you for any direct, indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses arising from or relating to the Services or your use of the Services, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not Company has been informed of the possibility of such damages. Notwithstanding anything contained in the Terms to the contrary, Company's liability to you for any cause whatsoever and regardless of the form of the action, will at all times be limited to the amount of the Registration Fee paid, if any, by you to Company.

38) Waiver of Warranties; As-Is Services.

THE SERVICES IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW, AND YOU WAIVE, ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND COURSE OF PERFORMANCE. THE FUNCTIONS, MATERIALS AND CONTENT OF THE SERVICES ARE NOT WARRANTED TO BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, AND COMPANY MAKES NO

WARRANTY THAT THE SERVICES WILL BE ACCURATE, CURRENT OR RELIABLE OR THAT THE QUALITY ANY PRODUCTS, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS. COMPANY DISCLAIMS ANY RESPONSIBILITY FOR THE DELETION, FAILURE TO STORE, MISDELIVERY, OR UNTIMELY DELIVERY OF ANY INFORMATION OR MATERIAL. YOU ASSUME THE ENTIRE RISK OF LOSS AND DAMAGE DUE TO YOUR USE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO THE COST OF REPAIRS OR CORRECTIONS TO YOUR HARDWARE OR SOFTWARE.

THE SERVICES AND ANY INFORMATION PROVIDED BY COMPANY ARE FOR GENERAL INFORMATION PURPOSES ONLY AND ARE NOT INTENDED TO PROVIDE OR BE CONSTRUED IN ANY WAY AS LEGAL ADVICE OR AS SUBSTITUTE FOR LEGAL ADVICE. YOU SHOULD NOT ACT, OR REFRAIN FROM ACTING, BASED SOLELY UPON THE INFORMATION PROVIDED BY COMPANY WITHOUT FIRST SEEKING APPROPRIATE LEGAL OR OTHER PROFESSIONAL ADVICE. IF YOU HAVE ANY SPECIFIC QUESTIONS ABOUT ANY LEGAL MATTER, YOU SHOULD CONSULT YOUR LAWYER.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, AND AS A CONSEQUENCE SOME OF THE ABOVE DISCLAIMERS OR LIMITATIONS ON LIABILITY MAY NOT APPLY TO YOU.

39) Force Majeure.

The Company shall not be held liable or responsible for any delay or failure in performance of any part of the Services, or for any interruption or cancellation thereof, due to any cause beyond its reasonable control. This includes, but is not limited to, acts of God, natural disasters, war, terrorism, labor strikes or disputes, governmental orders or regulations, public health emergencies, pandemics, internet outages, hosting platform failures, power outages, or other similar events or circumstances that are not within the Company's reasonable control ("Force Majeure Event"). In the event of a Force Majeure Event, the Company shall be excused from further performance of its obligations under these Terms for the duration of the event and shall make reasonable efforts to resume Services as soon as practicable. No refunds, credits, or extensions will be granted as a result of any suspension or delay due to a Force Majeure Event.

40) Dispute Resolution – Arbitration Agreement; Governing Law.

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS. THIS AGREEMENT INCLUDES A CLASS ACTION WAIVER AND A WAIVER OF JURY TRIAL.

You and Company agree that any dispute, controversy, or claim related to these Terms (each a "Dispute") shall be resolved by binding arbitration as set forth in this Arbitration Agreement. **ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JUDGE OR JURY IN A COURT PROCEEDING AND YOUR GROUNDS FOR APPEAL ARE LIMITED.**

NOTICE OF DISPUTE. In the event of a Dispute, you or Company must first send the other party a notice of Dispute that shall include a written statement setting forth the name, address and contact information of the party sending the notice, the facts giving rise to a Dispute, and the relief requested (the "Dispute Notice"). The Dispute Notice to Company must be emailed to Company at support@virtualflipformula.com. The Dispute Notice to you will be sent by the most recent email address on file with Company or by certified mail to the most recent physical address on file with Company. If Company and you do not reach an agreement to resolve the Dispute within thirty (30) days

after the Dispute Notice is received, you or Company may commence an arbitration proceeding pursuant to this Arbitration Agreement. Upon issuance and receipt of a Dispute Notice, you and Company agree to act in good faith to resolve the Dispute before commencing arbitration.

WAIVER OF CLASS ACTION AND CLASS ARBITRATIONS. You and Company agree that each party may bring Disputes against the other party only in an individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding, including without limitation federal or state class actions, or class arbitrations. Neither you nor Company will seek to have any dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or other proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.

ARBITRATION PROCEDURE. If a party elects to commence arbitration, that party shall send the other party a written demand for arbitration, which shall include a general description of the dispute and the type of relief sought. Within twenty (20) days from the date of the demand for arbitration, the parties shall select single arbitrator by mutual consent. If the parties are unable to agree upon a single arbitrator within twenty (20) days from the date of the demand for arbitration, then each party shall select one person to act as an arbitrator and the two so selected shall select a third arbitrator. All arbitrators shall serve as neutral, independent and impartial arbitrators. The arbitrator is bound by these Terms. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these Terms, including, but not limited to, any claim that all or any part of these Terms is void or voidable. The arbitrator shall also have exclusive authority to rule on his or her own jurisdiction, including any objections with respect to the existence, scope, or validity of the arbitration agreement or to the arbitrability of any claim or counterclaim. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. Arbitration hearings not conducted by video shall take place in Maricopa County, Arizona.

Company and you agree that the following Disputes shall not be subject to arbitration: (a) any Dispute related to, or arising from, allegations of unauthorized use; and (b) any claim for injunctive relief. Company and you agree that any Dispute or controversy excluded from arbitration shall be filed only in the Superior Court of Maricopa County, Arizona, or the United States District Court for the District of Arizona, and each party hereby irrevocably and unconditionally consents and submits to the exclusive jurisdiction of such courts for any such controversy. You and Company also agree to waive the right to trial by jury in any such action or proceeding.

To the extent permitted by law, any Dispute must be brought within one (1) year after the Dispute arises, or any cause of action relating to such Dispute is barred.

GOVERNING LAW. These Terms and any Disputes arising out of or relating to these Terms shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to its conflict of laws principles.

41) Assignment and Transfer Restrictions.

Client may not assign, delegate, transfer, or otherwise convey any of Client's rights or obligations under these Terms to any third party without the prior written consent of the Company. Any attempted assignment or transfer without such consent shall be null and void and of no effect. The Company may assign or transfer its rights and obligations under these Terms at its sole discretion without notice to

Client. Client's inability to assign these rights ensures the integrity of the relationship between Client and the Company and prevents unauthorized third parties from accessing or using the Services.

42) Waiver.

Company's failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision.

43) Survival.

The provisions of these Terms that by their nature should survive termination or expiration of Client's use of the Services shall survive, including but not limited to provisions related to payment obligations, intellectual property rights, disclaimers, limitations of liability, indemnification, confidentiality, dispute resolution, and any other provisions expressly or by their nature intended to survive. Termination or expiration of Client's access to the Services will not relieve Client of any obligations incurred prior to such termination or expiration.

44) Severability.

The terms and conditions in these Terms are severable. In the event that any provision is determined to be unenforceable or invalid, such provision shall still be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other provisions.

45) Entire Agreement.

The Terms constitute the entire agreement and understanding between Client and Company. Client agrees that the Terms will not be construed against Company by virtue of having drafted them.

BY SIGNING OR USING THE SERVICES, YOU AGREE TO ALL OF THE TERMS OF SERVICE AND ACKNOWLEDGE THAT YOU HAVE BEEN GIVEN AN OPPORTUNITY TO READ THE TERMS OF SERVICE BEFORE SIGNING.

Date: _____

Signature

Printed Name