

DIVINE TERMS OF SERVICE

1. Introduction

Its Gutta Go LLC and its members, officers, directors, owners, employees, agents, representatives, suppliers, and service providers (collectively "Divine," "we," "us," or "our") provide this website (the "Site," which also includes any email newsletter owned by Divine) and Discord server (the "Discord," which also includes any online community owned in whole or in part by Divine) for informational purposes only. Use of and access to the Site and/or Discord and the information, materials, services, and other content available on or through them ("Content") are subject to these Terms of Service and all applicable laws. By accessing or using our services, you agree to these terms.

1.1 What Divine Is / Is Not

Divine operates an online educational membership community that provides general information, discussions, and tools related to reselling, e-commerce, financial literacy, and markets. Divine does not provide individualized financial, investment, legal, tax, or other professional advice, does not manage customer funds, and does not execute trades or transactions on behalf of users.

2. No Investment Advice

The Content is for informational purposes only and should not be construed as legal, tax, investment, financial, or other professional advice. Divine does not offer financial services, and no information on our Site or Discord constitutes a solicitation, recommendation, or endorsement to buy or sell any asset, securities, or financial instrument. Divine is not a fiduciary, and users assume full responsibility for evaluating the risks before making financial decisions.

No user-generated content—whether by customers or staff members of Divine—constitutes investment advice, and Divine disclaims any responsibility for financial actions taken based on such content.

3. Use of Service at Your Own Risk

Users acknowledge that Divine does not guarantee success, profitability, or continued access to third-party platforms such as Amazon, eBay, Discord, or any other services. Users assume full responsibility for any financial losses, account suspensions, terminations, or legal consequences resulting from their activities. Divine is not responsible for any enforcement actions taken by these platforms, including but not limited to policy violations, chargebacks, or disputes arising from third-party services.

Automated checkout tools and software may result in unintended orders, charges, or account actions. Users assume full responsibility for all automation-related outcomes.

4. Third-Party Links & Services

Divine may provide links to third-party websites or tools for convenience, but we do not control, own, or operate these websites, platforms, or software. Users acknowledge that any transactions, data access, or content obtained from third-party tools or services are at their own risk.

Divine is merely a customer or licensee of certain third-party tools integrated or referenced within our community and/or marketing. These tools are independently owned and operated by their respective creators or providers. Divine does not develop, host, or manage the code, data sources, or access methods of such third-party tools, and has no control over their performance, compliance, or legality. Use of or reference to any third-party tool does not create any partnership, joint venture, or agency relationship between Divine and that tool provider.

Accordingly, Divine disclaims all responsibility and liability for any actions, data collection, or access mechanisms utilized by these third-party platforms - including but not limited to inventory scanners, data scrapers, or API-based tools used to identify products, pricing, or availability from retailers as well as automated checkout software tools.

Users agree that Divine shall not be liable for any direct or indirect damages, enforcement actions, or disputes arising from the use, misuse, or outcomes of these third-party tools or the data they generate. Any concerns or claims regarding such tools must be directed to the respective tool owner or provider, as Divine is merely a customer or licensee of said tools.

Users represent that their use of any third-party tools complies with all applicable laws and the terms of those third parties and agree to indemnify Divine for any claim arising from such use.

If notified by a retailer or platform that a specific tool mentioned or licensed by Divine violates their policies, Divine may suspend or remove references to that tool, pending clarification with the provider.

Links or access to third-party tools posted on the Divine Site and/or Discord may contain affiliate links from which Divine may earn a commission.

5. User-Generated Content (Discord & Community Disclaimer)

Divine is not responsible for user-generated content, including messages, opinions, or recommendations shared in Discord or community forums. Users acknowledge that information shared by other members does not represent Divine's views and is not verified by us. Users are solely responsible for their contributions and any consequences arising from reliance on such information.

Users grant Divine a worldwide, royalty-free, sublicensable license to host, store, reproduce, distribute, display, and create derivative works from their user-generated content solely for operating, improving, and promoting the Services. Divine may remove content at any time for any reason.

If you believe content infringes your rights, please follow the DMCA procedure in Section 17.

6. No Refunds & Chargeback Policy

All payments made to Divine are final and non-refundable. By purchasing any subscription, membership, or service, users acknowledge that Divine does not issue refunds for unused time, dissatisfaction, or failure to cancel before renewal.

Chargebacks or payment disputes will be contested to the fullest extent, and users who initiate chargebacks may have their accounts permanently terminated.

By subscribing to Divine, you agree not to initiate payment disputes or chargebacks where the Services were delivered as described, and you authorize Divine to submit evidence to the payment processor to resolve any dispute (representation). Accounts involved in invalid disputes may be suspended or terminated, and Divine may assess a reasonable administrative fee to cover dispute costs.

It is the user's responsibility to manage their subscription through their Whop account.

7. Business Transaction Disclaimer (Wholesale & Marketplace Transactions)

Divine does not act as a party to any transactions facilitated between members, wholesalers, suppliers, or third-party businesses. Users acknowledge that all transactions are conducted at their own risk, and Divine bears no responsibility for disputes, non-delivery, misrepresentation, fraud, pricing errors, chargebacks, or losses arising from such transactions.

Divine does not vet, endorse, or guarantee any third-party seller, product, or service. Users should conduct their own due diligence before engaging in any transaction.

8. Auto-Renewal & Subscription Terms

All Divine memberships and subscriptions renew automatically at the end of each billing cycle unless canceled before renewal. Users are responsible for managing their subscriptions and must cancel through their Whop account before the renewal date to avoid further charges.

No refunds, credits, or prorated reimbursements will be issued for canceled subscriptions or unused time. By subscribing, users authorize Divine to charge the provided payment method for recurring fees.

9. Risk Disclosure

Reselling, retail arbitrage, investment, and other activities mentioned in Divine involve financial risk, including but not limited to account suspensions, product shortages, supplier fraud, pricing fluctuations, and market instability. Users acknowledge that participation in these activities is at their own risk and that Divine makes no guarantees of profit, earnings, or continued access to third-party platforms. Divine is not responsible for financial losses, supply chain disruptions, or changes in marketplace policies that may impact users' ability to conduct business.

10. Limited Right of Use / Ownership of Content

Users may only use Divine's Site, Discord, and Content for personal, non-commercial purposes. Divine retains all intellectual property rights to its content. Unauthorized reproduction, modification, or redistribution is prohibited without express written consent.

11. Indemnification

Users agree to indemnify, defend, and hold harmless Divine, its officers, directors, owners, partners, employees, and agents from any claims, losses, damages, liabilities, and expenses (including legal fees) arising from the use of Divine's services.

12. Jurisdiction & Legal Compliance

Divine operates under U.S. law and makes no representations that its services, content, or materials are appropriate outside of the United States. Users are responsible for complying with all applicable local laws when using Divine's services. Divine reserves the right to restrict access where its services are prohibited.

13. Arbitration; Class/Representative Action Waiver; Time to Bring Claims

Any dispute, claim, or controversy arising out of or relating to these Terms or your use of the Services shall be resolved exclusively by binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules. The seat and venue of arbitration shall be Travis County, Texas. Judgment on the award may be entered in any court of competent jurisdiction.

The arbitrator shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this arbitration agreement.

YOU AND DIVINE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE PROCEEDING.

Either party may bring an individual action in a small claims court of competent jurisdiction for claims within that court's limits.

Any claim must be filed within six (6) months after the claim first accrues or it is permanently barred.

14. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL DIVINE OR ITS AFFILIATES, OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, GOODWILL, OR BUSINESS OPPORTUNITY, ARISING OUT OF OR RELATING TO THE SERVICES OR THESE TERMS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, DIVINE'S TOTAL LIABILITY FOR ANY CLAIMS ARISING OUT OF OR RELATING TO THE SERVICES OR THESE TERMS SHALL NOT EXCEED THE AMOUNTS YOU PAID TO DIVINE FOR THE SERVICES DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.

15. Acceptable Use

You shall not:

- (a) Post or transmit content that is unlawful, infringing, defamatory, deceptive, or that impersonates Divine staff;
 - (b) Post "trade signals," solicit pooled investments, or otherwise hold yourself out as providing individualized investment advice;
 - (c) Attempt to probe, scan, or test the vulnerability of any Divine systems or circumvent security;
 - (d) Use automation that violates third-party terms or applicable law;
 - (e) Engage in scraping, harvesting, or bulk data extraction without written permission;
 - (f) Interfere with or disrupt the Services or other users' access.
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16. DMCA Takedown

If you believe content available through the Services infringes your copyright, send a notice to our DMCA Agent with:

- (a) Your physical or electronic signature;
- (b) Identification of the copyrighted work;
- (c) Identification of the infringing material and its location;
- (d) Your contact information;
- (e) A statement of good-faith belief that use is not authorized; and
- (f) A statement, under penalty of perjury, that the information is accurate and you are the copyright owner or authorized to act.

DMCA Agent: Legal Department, It's Gutta Go LLC, 2143 Chesterland Ave, Lakewood, OH 44107; Email: divineresell1@gmail.com.

17. Electronic Communications; Notices

You consent to receive all agreements, notices, disclosures, and other communications electronically. Divine may provide notices by posting to the Site/Discord or by email to your account email. Legal notices to Divine must be sent by overnight courier or registered mail to the address in Section 15 with a copy by email.

18. Force Majeure

Divine shall not be liable for any delay or failure to perform due to events beyond its reasonable control, including acts of God, labor disputes, internet failures, platform outages, denial-of-service attacks, war, sanctions, governmental actions, or failures of third-party providers.

19. Export; Sanctions Compliance

You represent that you are not located in, under the control of, or a national or resident of any country or person embargoed or sanctioned by the United States, and you will comply with all applicable export control and sanctions laws in connection with your use of the Services.

20. Assignment

You may not assign these Terms without Divine's prior written consent. Divine may assign these Terms in connection with a merger, acquisition, or sale of assets.

21. Waiver; Severability

No waiver is effective unless in writing. If any provision is held unenforceable, it shall be modified to the minimum extent necessary to be enforceable, and the remainder will continue in full force.

22. Earnings, Results & Risk Disclosure

A.No Earnings Guarantee

Its Gutta Go LLC, and all affiliated companies, programs, services, products, and platforms (collectively, “Divine”) do **not** guarantee any financial results of any kind. Any income figures, sales figures, profit examples, or business performance results referenced in any Divine materials, whether on our website, Discord server(s), social media, emails, advertisements, livestreams, workshops, coaching programs, internal channels, or other communications, are strictly for educational and informational purposes only. Such examples do not represent typical or average results and should not be interpreted as promises, guarantees, or expectations of performance.

Your results will vary. You may earn nothing. You may lose money.

Divine makes **no** representations regarding your ability to earn income, generate profit, or achieve financial success.

B.Educational-Only Nature

All Divine content is educational in nature only.

We do not provide:

- business opportunities
- investment opportunities
- financial advice
- legal advice
- tax advice
- accounting advice
- securities recommendations

You must consult your own qualified professional advisors before acting on any information.

C.Reliance Waiver

You expressly agree that:

- You are **not** relying upon any statement, representation, claim, implied claim, marketing language, testimonial, case study, or communication—written or verbal—made by

Divine, its representatives, staff, moderators, affiliates, or members as a promise, guarantee, assurance, or projection of earnings, results, or success.

- You do **not** rely on any examples of results as an indicator of what you will achieve.
- You understand that testimonials are individual experiences and **not** indicative of typical results.

You waive any right to assert that you relied upon any Divine representation when deciding to enroll, purchase, or participate.

D.Risk Factors

You understand and acknowledge that online business activities - including e-commerce, retail arbitrage, online reselling, Amazon and eBay selling, sports cards, crypto, and general entrepreneurial ventures - involve significant risk, including but not limited to:

- complete loss of capital
- fluctuating market demand
- platform bans or suspensions
- changes in policies or rules by third-party platforms
- inventory mismanagement
- supply chain disruptions
- customer disputes
- chargebacks
- product failure
- pricing pressure
- increased competition
- inflation
- regulatory changes

- advertising costs
- data inaccuracies

NO outcome is promised or guaranteed.

E. No Duty to Update

Divine is under **no obligation** to update or revise any:

- guidance
- training content
- strategies
- examples
- forecasts
- testimonials
- income statements
- or other materials

regardless of changes in circumstances, markets, technology, or external conditions.

F. Forward-Looking Statements

Some Divine materials may reference anticipated outcomes or potential future performance using phrasing such as “anticipate,” “expect,” “believe,” “project,” or similar expressions.

These statements express our opinion only and are not guarantees or predictions of future results.

They should not be relied upon as fact or promises.

G. Assumption of Risk

By participating in Divine, you accept all risks associated with business activities, and agree that you - not Divine - are solely responsible for:

- decisions,
- actions,
- business management,
- financial choices,
- and outcomes.

H.No Refund Based on Results

Lack of results, sales, profits, or success is **not** a basis for a refund, chargeback, credit, reduction, offset, or dispute of fees.

I. Integration / Merger Clause

This section, together with the full Terms of Service, constitutes the complete and exclusive understanding between you and Divine regarding earnings expectations and disclaimers, and supersedes any prior discussions, emails, marketing materials, advertisements, verbal statements, or representations of any kind, whether expressed or implied.

No other statements or representations may expand or modify these terms unless agreed in writing and signed by Divine's managing member.

23. Entire Agreement; Order of Precedence

These Terms, together with the Privacy Policy, Cancellation Policy, and EULA, constitute the entire agreement. In the event of conflict, these Terms control, then the EULA, then the Privacy Policy and Cancellation Policy.

24. Survival

Sections 2–5, 6, 8–11, 13–15, and 18–23 survive termination.

Contact Information

For any questions regarding this Agreement, contact us at:

ITS GUTTA GO LLC

2143 Chesterland Ave
Lakewood, OH 44107

Email: divineresell1@gmail.com