

Terms & Conditions - Outcompeted

Last updated: 13 September 2025

By purchasing any product, service, membership, or subscription from Outcompeted ('Outcompeted', 'we', 'us', 'our') via Whop, you ('you', 'user', 'customer') agree to these Terms. If you do not agree, do not proceed with your purchase.

1) Business Purchase & Eligibility

You represent and warrant that you are purchasing for business or commercial purposes (B2B) and not as a consumer.

You are at least 18 years old and have authority to bind your business.

If you purchase as a consumer despite this B2B declaration, you expressly request immediate performance and waive any statutory right of withdrawal for digital content or services delivered immediately (including the EU or UK 14-day cooling-off right).

2) Access & Delivery

Upon successful payment, Outcompeted will provide access credentials or links to the respective digital products, communities, coaching calls, and materials you purchased.

Delivery is deemed complete once access credentials or links are issued to the email or account provided at checkout.

You are responsible for using correct contact details during checkout and for maintaining the security of your account.

3) License & Intellectual Property

All content, branding, frameworks, strategies, recordings, templates, systems, and materials are the exclusive intellectual property of Outcompeted.

We grant you a limited, revocable, non-exclusive, non-transferable license for your internal business use only.

You may not copy, share, resell, redistribute, publish, make derivative works, or make available any materials to third parties without prior written consent.

Unauthorized use may result in immediate termination of access without refund, and we reserve all legal remedies.

4) User Conduct & Community Standards

You must not harass, spam, solicit, or poach clients from our community, coaches, or members.

No scraping, downloading, bulk-exporting, recording, or distribution of gated materials, calls, or chat content.

We may suspend or terminate access for any breach, without refund.

5) Results & Professional Advice Disclaimers

No earnings or specific results are guaranteed. Your outcomes depend on your execution, market conditions, and other factors outside our control.

Content is educational only and not financial, legal, tax, or accounting advice. Consult your own professional advisors.

6) Pricing, Payments, & Billing Authorization

You authorize Outcompeted (and our payment processors) to charge your payment method for all amounts due, including subscriptions, renewals, and installments.

Payment plans or installments are a commitment to pay the full agreed amount. Access or usage does not affect your payment obligation.

If a charge fails, you authorize automatic retries and agree that access may be suspended until payment is resolved. We may charge late fees permitted by law, for example 1.5 percent per month or the statutory maximum, whichever is lower.

Taxes or VAT: You are responsible for all applicable taxes. Prices are subject to change for future terms or renewals with notice.

7) Subscriptions & Renewals (if applicable)

Subscriptions auto-renew for the same term unless you cancel before the renewal date via your account.

Cancellations apply to future terms only. No proration or partial refunds for unused time.

8) No Refunds - Final Sale

All payments are final and non-refundable. No refunds, returns, credits, or cancellations will be granted under any circumstances, including but not limited to lack of usage, change of mind, or perceived value.

By completing your purchase, you acknowledge and accept that you are making a non-refundable commitment to our services.

If you are a consumer despite Section 1, you expressly request immediate delivery and irrevocably waive any right of withdrawal once access is provided.

9) Chargebacks & Disputes

You agree not to initiate chargebacks. Any chargeback or payment dispute constitutes a material breach.

We may provide this Agreement and delivery records to your bank or payment provider to contest any chargeback.

Initiating a chargeback may result in permanent removal from all Outcompeted programs and platforms, and we reserve the right to pursue legal remedies.

10) Recordings, Testimonials & Marketing

Coaching calls, community sessions, and events may be recorded. By participating, you consent to recording and internal use.

If you voluntarily provide testimonials, wins, or results, including in community posts or direct messages, you grant us a worldwide, royalty-free license to use them for marketing. Where available, opt-out controls may be provided for future uses; prior published materials may remain in use.

11) Privacy & Data

We process personal data per our Privacy Notice, which is linked at checkout. By purchasing, you acknowledge and accept such processing.

12) Third-Party Tools & Integrations

We may integrate with third-party platforms, such as Whop, Zoom, or Slack. We are not responsible for third-party outages, changes, or policies.

13) Termination

We may suspend or terminate access for cause, including breach, non-payment, or abuse. No refunds on termination.

We may discontinue or modify any program; if materially adverse to you during a fixed, pre-paid term, we may at our discretion provide an equivalent alternative access period.

14) Governing Law & Venue

If your contracting entity, as shown on the invoice or checkout, is in the Netherlands: these Terms are governed by Dutch law, exclusive venue Amsterdam, Netherlands.

If your contracting entity is our UAE entity: these Terms are governed by UAE law, venue Dubai, United Arab Emirates.

Conflict-of-law rules do not apply. If any mandatory consumer protection law applies despite your B2B declaration, these Terms apply to the maximum extent permitted.

15) Limitation of Liability

To the fullest extent permitted by law, Outcompeted is not liable for indirect, incidental, special, consequential, exemplary, or lost-profit damages.

Our aggregate liability for any claim is limited to the amount you paid in the three months preceding the event giving rise to the claim.

16) Miscellaneous

Severability: If any provision is unenforceable, the remainder remains in effect.

No Waiver: Failure to enforce is not a waiver.

Assignment: You may not assign without our consent; we may assign to affiliates or successors.

Updates: We may update these Terms; continued access after notice constitutes acceptance.

Entire Agreement: These Terms, plus any order or checkout summary, are the entire agreement and supersede prior discussions.