

THE ART OF YOUTUBE – TERMS AND CONDITIONS

This Program Agreement (the "Agreement") is entered into by **Hi Goods Inc.**, 30 N Gould St, Ste R, Sheridan, WY 82801, United States ("Company"), and the undersigned client ("Client"), effective as of the date of signature below (the "Effective Date").

1. ENGAGEMENT

The engagement ("Engagement") for services will begin on the Effective Date.

Client will be provided with:

- Access to The Art Of YouTube online course materials hosted on Whop and Notion platforms
- Access to weekly group coaching calls scheduled by the Company
- One (1) onboarding call with Tim
- Monthly workshops (dates announced in advance)
- Access to Company's SOPs, systems, templates, and resources
- Access to the private Telegram community
- Dedicated personal manager to facilitate onboarding process

The Engagement will last for 3 months from the Effective Date.

2. SERVICE DESCRIPTION & SCOPE

Services Provided:

a) Educational Materials:

- Pre-recorded video training modules
- Templates, resources, and standard operating procedures (SOPs)
- Content creation systems and frameworks
- Team management systems designed for production companies

b) Live Coaching & Support:

- Weekly group coaching calls (scheduled in advance)
- Monthly workshops (dates announced in advance)
- One (1) initial onboarding call with Tim
- Access to private Telegram community for peer support and updates
- Dedicated personal manager to facilitate onboarding process

c) Program Components:

The 3-month program includes guidance on:

- Niche identification and validation (high barrier to entry, high demand, low supply markets)
- Content system implementation for producing high-quality content within the first 2 weeks
- Team building support
- YouTube algorithm analysis through weekly studio breakdowns of your channel performance

Services may include, but are not limited to:

1. Addressing personal, business, or creative challenges
2. Identifying plans of action
3. Reviewing Client's operations and strategies
4. Asking clarifying questions
5. Providing accountability and structured feedback

Services Explicitly NOT Provided:

The Company does NOT provide:

- Done-for-you (DFY) video creation, editing, or channel management services
- Guaranteed views, subscribers, revenue, or any specific financial outcomes
- Direct management or supervision of your team members or freelancers
- Video editing, thumbnail design, or content production services
- Personal social media account access or password management
- 24/7 on-demand support or immediate response guarantees

No Results Guaranteed:

Client acknowledges and agrees that:

- The Company makes NO guarantees, representations, or promises regarding specific income, revenue, views, subscribers, or any other measurable outcome
- Results depend entirely on Client's implementation, effort, market conditions, and factors outside the Company's control

- Any success stories, testimonials, or case studies represent individual results and are not typical
 - Past performance of other clients is not indicative of future results
 - The Company's obligation is limited to providing access to training, resources, and coaching as described herein
 - The Client acknowledges that coaching is a collaborative process and that results depend on the Client's own effort and implementation
 - Examples from other clients are for demonstration only and should not be considered promises
 - Success depends on many factors beyond the Company's control, including the Client's own efforts, business model, and market conditions
 - The Company does not provide financial, tax, or legal advice. Clients should seek their own professional advisors
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3. PROOF OF DELIVERY & SERVICE COMMENCEMENT

Immediate Delivery of Digital Services:

Client acknowledges and agrees that Services are delivered digitally and commence immediately upon payment processing.

a) Delivery is Complete When:

- Client receives Telegram channel access credentials
- Personal manager initiates contact with Client to begin onboarding
- Any of the above occurs within 24 hours of payment, whichever occurs first

b) Non-Reversible Nature of Digital Delivery:

Client expressly acknowledges that:

- Digital services cannot be "returned" once access is granted
- Viewing, downloading, or accessing any program materials constitutes full delivery
- Recording of live coaching calls may be made available, constituting permanent delivery
- Access to proprietary systems, SOPs, and templates represents immediate value transfer
- The Company has fully performed its obligations once access credentials are provided

c) Confirmation of Receipt:

By accessing the program materials, attending any coaching call, or participating in the Telegram community, Client confirms:

- Receipt of all Services as described
- Acceptance that delivery is complete and irrevocable
- Understanding that the no-refund policy applies from the moment of access

d) Onboarding Timeline:

- Personal manager will initiate onboarding within 48 hours of payment
- Client must schedule and complete onboarding call with Tim within 14 days of payment
- Failure to complete onboarding within 14 days constitutes Client's breach, but does not entitle Client to any refund

4. CLIENT RESPONSIBILITIES & PERFORMANCE MILESTONES

Client agrees to:

A. Provide Information: Provide required information to allow the Company to deliver services effectively.

B. Complete Training: Complete the training course in full.

C. Perform Action Items: Perform any "Action Items" assigned during training modules or calls.

D. Maintain Communication: Maintain reasonable communication with the Company. If 30 consecutive days of no communication occur, Company may terminate the Agreement and all unpaid fees shall immediately become due.

Mandatory Minimum Participation Requirements:

To be considered in good standing and to have given the program a fair opportunity to work, Client **MUST** complete the following minimum requirements within the 3-month program term:

a) Training Consumption:

- Watch a minimum of 5 hours of pre-recorded training modules
- Complete viewing is tracked automatically through the course platform

b) Live Engagement:

- Attend at least 10 weekly group coaching calls (out of approximately 12-13 offered)
- Attend the mandatory onboarding call with Tim within 14 days of enrollment
- Attendance and duration are tracked and logged by Company's administrative team

c) Community Participation:

- Communicate in the Telegram group chat at least once per week (minimum 12 posts over 3 months)
- Posts must be substantive (questions, progress updates, or peer support) not merely "present" or emoji reactions

d) Implementation Requirements:

- Create and launch a YouTube channel following program guidelines
- Publish a minimum of 30 videos on YouTube during or within 30 days of completing the 3-month program term
- Share channel name and performance data with Company for analysis during weekly calls

e) Cooperation & Communication:

- Respond to personal manager communications within 48 hours
- Provide requested performance data, analytics, and channel access for coaching purposes
- Participate in good faith in niche validation process and algorithm analysis sessions

Consequences of Non-Compliance:

Client acknowledges that:

- Failure to meet these minimum requirements constitutes Client's material breach of this Agreement
- Company's Services are designed to work only with active, engaged participants
- Non-participation voids any claims that the program "didn't work" or was ineffective
- Failure to complete minimum requirements disqualifies Client from disputing charges, requesting refunds, or claiming non-delivery of Services

30-Day Communication Rule:

If Company receives no communication from Client for 30 consecutive days:

- Company may reasonably conclude Client no longer wishes to continue
 - Company reserves the right to terminate this Agreement
 - All unpaid fees become immediately due and payable
 - No refund of any kind will be issued
 - Client forfeits access to all program materials and future coaching calls
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5. REFUNDS & CHARGEBACKS

Zero-Refund Policy:

The Company does not offer any refunds under any circumstances.

All payments are final, non-refundable, and non-reversible once submitted.

Client expressly acknowledges and agrees to the following:

a) All Sales Are Final:

- This is a NO-REFUND program under any circumstances
- Client has reviewed the program description, understands what is included, and accepts these terms voluntarily
- No refunds will be issued for any reason including but not limited to:
 - Change of mind or buyer's remorse
 - Lack of time to complete the program
 - Dissatisfaction with results or outcomes
 - Failure to implement the training
 - Technical difficulties on Client's end
 - Personal circumstances or financial hardship
 - No prorated refunds for unused time

b) Digital Nature of Services:

- Client understands that this is a digital information product
- Access to proprietary information, systems, and coaching cannot be "un-delivered"
- The value is transferred immediately upon access, regardless of Client's use or implementation

Chargeback Prohibition & Consequences:

No chargebacks, credit card disputes, or reversals are permitted.

By signing this Agreement, Client expressly waives the right to pursue chargebacks or disputes for payments made under this Agreement.

Client expressly agrees and acknowledges that:

a) Chargebacks Are Prohibited:

- Filing a credit card chargeback, payment dispute, or reversal request with any payment processor, bank, or financial institution constitutes a MATERIAL BREACH of this Agreement

- Client WAIVES any right to file a chargeback and agrees to resolve all disputes exclusively through the Dispute Resolution procedures outlined in Section 14 of this Agreement
- This chargeback prohibition applies regardless of the reason or claim asserted

b) Mandatory Pre-Dispute Process:

Before initiating any payment dispute, Client MUST:

1. Send written notice to Company at [INSERT EMAIL] describing the specific issue
2. Allow Company 14 business days to respond and attempt resolution
3. Engage in good faith discussions to resolve the matter
4. Exhaust all informal resolution procedures before pursuing legal action

c) Consequences of Unauthorized Chargeback:

If Client files a chargeback in violation of this Agreement, Client agrees to:

1. Immediate Payment Obligation:

- Reimburse Company for the full amount of the chargeback plus any chargeback fees (typically \$15-\$100 per incident)
- Pay all costs incurred by Company in responding to and contesting the chargeback

2. Liquidated Damages:

- Pay liquidated damages of **\$1,500 USD** (or 150% of the disputed amount, whichever is greater) to compensate Company for:
 - Administrative time and resources
 - Damage to merchant account standing
 - Legal and collection costs
 - Harm to business reputation
- Client acknowledges these damages are reasonable and not punitive given the actual costs associated with chargebacks

3. Legal Action:

- Company reserves the right to pursue immediate legal action for breach of contract
- Client shall be liable for all attorneys' fees, court costs, and collection expenses incurred by Company
- Judgment may be sought in any jurisdiction where Client resides or conducts business

4. Access Termination:

- Immediate permanent termination of access to all program materials, coaching calls, and community
- Forfeiture of any unused portion of Services without credit or compensation

5. Reporting:

- Company reserves the right to report fraudulent chargeback activity to:
 - Credit bureaus
 - Chargeback prevention databases
 - Other coaches and business owners in the industry
 - Law enforcement if fraud is suspected

d) Acknowledgment of Understanding:

By subscribing to this Service, Client explicitly confirms:

- "I understand this is a zero-refund program"
- "I agree not to file chargebacks and to use only the dispute resolution process for any disagreements"
- "I acknowledge that filing a chargeback will result in liquidated damages of \$1,500 or 150% of the disputed amount, whichever is greater"
- "I have read and understand the chargeback prohibition and consequences"

6. TESTIMONIALS, REVIEWS, AND CONTENT

By providing testimonials, reviews, photos, videos, or other content to the Company, Client grants **Hi Goods Inc.** a royalty-free, worldwide, perpetual, irrevocable, nonexclusive, and sublicensable license to use such content in any media for marketing or promotional purposes.

Client agrees that:

- The Company may edit or shorten testimonials prior to publication
- Client confirms ownership of submitted content and agrees to indemnify the Company against any claims related to its use
- The Company may use Client's name, likeness, voice, and story in connection with such testimonials
- No additional compensation is required for such use
- Client waives any right to inspect or approve the finished product or marketing materials

Client may request removal of testimonials by sending written notice to the Company, but Company is not obligated to remove content that has already been published or distributed.

7. CONFIDENTIALITY

Company's Confidentiality Obligation:

The Company agrees to keep all Client information confidential except when disclosure is required by law or necessary to prevent harm.

Client's Confidentiality Obligation:

This Agreement is mutual. Client also agrees to keep all course content, methods, strategies, templates, materials, and proprietary information of Hi Goods Inc. confidential.

Client agrees NOT to:

- Copy, reproduce, screenshot, or record any program materials without express written permission
- Distribute, share, or publish any course content, videos, or resources
- Reverse-engineer or recreate Company's systems, frameworks, or methodologies
- Share access credentials with third parties
- Discuss specific proprietary strategies or methods in public forums or with competitors

Confidential Information includes:

- All video training modules and course content
- SOPs, templates, and systems
- Proprietary frameworks and methodologies
- Business strategies and processes shared during coaching
- Information about other clients or their results
- Any materials marked as "confidential" or "proprietary"

Exceptions:

Confidential information does NOT include information that:

- Was publicly available prior to disclosure
- Becomes publicly available through no fault of Client
- Was independently developed by Client without use of Company's information
- Is required to be disclosed by law (with advance notice to Company if possible)

Breach of Confidentiality:

Client acknowledges that breach of confidentiality may cause irreparable harm to the Company. In addition to any other remedies available at law or in equity, Company shall be entitled to seek injunctive relief to prevent or stop such breach.

8. NON-DISPARAGEMENT

Client agrees not to make any statements, written or oral, that disparage the Company, its officers, directors, employees, services, or programs.

This includes but is not limited to:

- Negative reviews on social media, review sites, or public forums
- Defamatory statements about the Company or its representatives
- False or misleading claims about the program or its effectiveness
- Encouraging others to request refunds or file chargebacks

This provision does NOT prohibit:

- Honest, factual feedback provided privately to the Company
- Truthful statements required by law or court order
- Fair criticism that is specific, factual, and not intended to harm the Company's reputation

Violation of this clause may result in legal action for damages caused by disparagement.

9. INTELLECTUAL PROPERTY

All course materials, video modules, templates, and resources remain the sole property of **Hi Goods Inc.**

Client receives:

- A limited, non-transferable, non-exclusive license for personal use only during and after the program term
- The right to use templates and systems in Client's own YouTube business

Client may NOT:

- Copy, resell, distribute, or share any program materials
- Create derivative works or competing programs based on Company's materials
- Use Company's materials to train or coach others
- Remove copyright notices or proprietary markings
- Publicly display or perform any copyrighted materials

Upon termination of this Agreement for any reason, Client's license to use materials may be revoked at Company's sole discretion, except for templates already implemented in Client's active business operations.

10. RELEASE OF LIABILITY

Client acknowledges that participation is voluntary and at their own risk.

Client releases the Company from liability for:

- Injury, loss, or damages resulting from participation in the program
- Business decisions and outcomes resulting from coaching
- Financial losses from implementing strategies discussed
- Technical issues, platform outages, or access problems
- Interactions with other community members
- Third-party services or team members hired by Client

Client accepts full responsibility for all decisions and outcomes resulting from coaching and program participation.

11. GOVERNING LAW & DISPUTE RESOLUTION

This Agreement is governed by the laws of the **State of Wyoming, United States**, without regard to conflict of law provisions.

Mandatory Pre-Litigation Dispute Resolution:

Before initiating any legal proceeding, the parties agree to the following:

a) Informal Resolution Requirement:

1. Complaining party must send detailed written notice to the other party via email describing:
 - Specific nature of the dispute
 - Relevant facts and timeline
 - Desired resolution
2. Recipient has 14 business days to respond with a proposed solution

3. If no resolution is reached, parties must engage in one good-faith video conference or phone call to attempt resolution
4. Only after exhausting these steps may either party proceed to litigation

b) Jurisdiction and Venue:

Both parties consent to the exclusive jurisdiction of the courts located in Sheridan County, Wyoming.

Any legal action must be filed in Wyoming state or federal courts.

c) Costs and Attorneys' Fees:

The prevailing party in any dispute, litigation, or arbitration will be entitled to recover:

- All court costs and filing fees
- Reasonable attorneys' fees
- Expert witness fees
- Administrative costs
- Collection costs if applicable

d) Chargeback-Specific Provision:

- Any chargeback filed in violation of this Agreement shall be treated as evidence of Client's breach
- Company may seek immediate injunctive relief to reverse the chargeback without awaiting litigation
- Client's filing of a prohibited chargeback waives Client's right to dispute resolution procedures, and Company may pursue remedies in any court of competent jurisdiction

12. ENTIRE AGREEMENT

This document constitutes the complete Agreement between the parties regarding the subject matter herein.

Client confirms that:

- This Agreement, together with any Collaboration Document or enrollment materials, constitutes the entire understanding
- Client has NOT relied on any verbal promises, guarantees, income claims, or representations not explicitly written in this Agreement

- Any marketing materials, sales pages, social media posts, testimonials, or case studies are not part of this Agreement and do not constitute guarantees or promises
- Client has had opportunity to review these terms, ask questions, and seek independent legal counsel before agreeing
- Client enters this Agreement freely and voluntarily with full understanding of all terms

No verbal promises or outside agreements are binding unless in writing and signed by both parties.

Modification:

This Agreement may only be modified in writing signed by both parties. Company may update terms for future clients, but such changes do not apply retroactively to existing clients under this Agreement.

13. SEVERABILITY

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect. The invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable while preserving the parties' original intent.
