

Terms of Service

Maverick Creative Media LLC

Effective Date: July 26th, 2026. **Last Updated:** July 26th, 2026

Before publishing: Fill in the remaining bracketed items ([STATE], [DATE], [BUSINESS ADDRESS], [WHOP STORE URL], [PRIVACY POLICY LINK]), confirm the contact email, and have a licensed attorney in your state review the final version. Upload it in your Whop Dashboard under **Settings** → **Legal** and enable **"Require terms and conditions acceptance."** Note: the no-refund policy and withdrawal-right waiver in Section 6 must ALSO be disclosed at checkout with an affirmative consent checkbox to be enforceable in many jurisdictions — the checkbox language is provided in Section 6.

1. Agreement to Terms

These Terms of Service ("Terms") constitute a legally binding agreement between you ("Customer," "Client," "you," or "your") and **Maverick Creative Media LLC**, a limited liability company organized under the laws of [Texas] ("Maverick," "Company," "we," "us," or "our"), governing your access to and use of our digital products and services, including our private community, digital courses and content library, coaching and consulting sessions, and marketing agency services (collectively, the "Services").

By purchasing, accessing, or using the Services — including checking the acceptance box at checkout — you agree to be bound by these Terms in their entirety. **If you do not agree to these Terms, do not purchase or use the Services.**

Our Services are sold through Whop (whop.com), a third-party commerce platform. Your use of the Whop platform itself is additionally governed by Whop's own Terms of Service and Privacy Policy, which are separate from these Terms. In the event of a conflict between these Terms and a signed Statement of Work (defined in Section 9), the Statement of Work controls with respect to Agency Services.

2. Description of Services

Maverick Creative Media provides the following digital services:

- **Private Community.** Access to a private members community (including any associated Discord server or Whop-hosted spaces) focused on e-commerce growth, AI-driven marketing, social media, TikTok, and TikTok Shop affiliate strategy.
- **Digital Courses & Content.** Self-paced course modules, trainings, templates, and a content library covering e-commerce marketing, AI tools, social media growth, TikTok, and Shop affiliate topics.
- **Coaching & Consulting.** One-on-one and group coaching or consulting sessions, subject to the session policies in Section 8.
- **Agency Services.** Done-for-you marketing services for e-commerce brands — including AI-assisted content production, social media management, TikTok and TikTok Shop strategy, and affiliate program management — provided under a Statement of Work as described in Section 9.

We reserve the right to modify, update, improve, restructure, or discontinue any aspect of the Services at any time in our sole discretion. Where a material change substantially reduces the value of an active, paid subscription or prepaid engagement, we will provide reasonable notice and, where required by law, a pro-rata remedy for the unused prepaid portion.

Services are provided for informational and educational purposes only, except for Agency Services deliverables expressly defined in a Statement of Work. Nothing in the Services constitutes legal, financial, investment, tax, or other professional advice.

3. Eligibility

You must be at least 18 years of age (or the age of majority in your jurisdiction) and capable of forming a binding contract to purchase or use the Services. If you purchase on behalf of a company or brand, you represent that you have authority to bind that entity, and "you" includes that entity. By using the Services, you represent and warrant that you meet these requirements and that all information you provide is accurate and complete.

4. Accounts and Access

Access to the Services is provisioned through your Whop account. You are responsible for maintaining the confidentiality of your account credentials and for **all** activity that occurs under your account.

Access is strictly personal to you (or, for business purchases, to the specific individuals named at purchase). You may not share, resell, sublicense, lend, or transfer your access, login credentials, community invitations, or membership benefits to any other person or entity without our prior written consent. Each membership covers one individual unless expressly stated otherwise.

Account or content sharing is a material breach of these Terms and grounds for immediate termination without refund. We may use technical measures (including watermarking, access logs, and session monitoring) to detect unauthorized sharing, and we reserve all remedies available at law or in equity, including injunctive relief under Section 10.5.

5. Payments, Billing, and Subscriptions

5.1 Payment Processing. All payments are processed through Whop and its payment partners. We do not directly collect or store your full payment card information. By making a purchase, you authorize the charge for the applicable fees, plus any applicable taxes.

5.2 Pricing. Prices are listed at checkout in USD and are subject to change. Price changes will not affect a billing period already paid for; for subscriptions, changes take effect at the next renewal with reasonable prior notice.

5.3 Subscriptions and Auto-Renewal. Subscription plans automatically renew at the end of each billing period until cancelled. Your payment method will be charged automatically at the start of each renewal period. You may cancel at any time through your Whop account settings; cancellation takes effect at the end of the current billing period, and you retain access until then. **We do not provide prorated refunds for partial billing periods unless required by law.** The renewal price, billing frequency, and cancellation method are also disclosed at checkout as required by applicable automatic-renewal laws.

5.4 Payment Plans and Financing. If you purchase using an installment or buy-now-pay-later option offered at checkout, your repayment obligations are governed by your separate agreement with that financing provider. **Cancelling or ceasing use of the Services does not cancel or reduce your repayment obligations to the financing provider, and remaining installments on a completed purchase remain due in full.**

5.5 Failed Payments and Delinquency. If a payment fails or an installment is missed, we may immediately suspend or revoke access to the Services until the balance is resolved. Amounts more than 15 days past due on Agency Services invoices may accrue a late charge of 1.5% per month (or the maximum permitted by law, if lower), and we may suspend work under any active Statement of Work until the account is current.

5.6 Taxes. You are responsible for any applicable sales, use, VAT, GST, or similar taxes, unless collected at checkout.

6. Refund Policy — All Sales Final

6.1 No Refunds. Due to the digital nature of the Services and the immediate access provided upon purchase, **all sales are final and non-refundable**, except where a refund is required by

applicable law. This applies to community memberships, courses, content, coaching packages, and deposits or fees for Agency Services once work has commenced.

6.2 Waiver of Withdrawal Rights. Where you are a consumer in a jurisdiction that provides a statutory withdrawal or "cooling-off" right for digital content (including the EU and UK), you expressly consent at checkout to immediate delivery of the digital content and acknowledge that you thereby lose your right of withdrawal, to the extent permitted by law. (*Checkout consent language: "I request immediate access to the digital content and acknowledge that I lose my 14-day right of withdrawal once access begins."*) Nothing in these Terms limits statutory rights that cannot be waived.

6.3 Chargebacks. Before initiating a chargeback or payment dispute with your bank or card issuer, you agree to first contact us at noah@maverickcreative.net or open a case through Whop's Resolution Center and allow us fifteen (15) days to resolve the issue. If you initiate a chargeback for a purchase that was validly delivered under these Terms: (a) your access to all Services may be terminated immediately and permanently, including any other active memberships; (b) we may contest the dispute with evidence of these Terms, your checkout acceptance, and Service delivery records; and (c) you agree to reimburse us for amounts reversed on validly delivered purchases, plus associated dispute fees, to the extent permitted by law and applicable card network rules. Nothing in this section waives rights you hold under card network rules or applicable law.

7. Delivery of Services

Digital products and access are delivered electronically through Whop upon successful payment. Community access is granted immediately after purchase; course content is unlocked in the members area; coaching sessions are scheduled per Section 8; Agency Services commence per the applicable Statement of Work.

If you do not receive access within 24 hours of purchase, contact noah@maverickcreative.net.

8. Coaching and Consulting Session Policy

8.1 Scheduling. Sessions are scheduled through the booking link or process provided after purchase. You are responsible for booking your sessions.

8.2 Rescheduling and No-Shows. You may reschedule a session with at least **24 hours'** advance notice at no charge. **Cancellations with less than 24 hours' notice, and failures to attend ("no-shows"), forfeit the session without refund or credit.** If we must reschedule, we will provide a replacement session at no cost.

8.3 Expiration. Unless otherwise stated at purchase, coaching sessions and packages **expire 90 days from the date of purchase.** Unused sessions are forfeited upon expiration and are not refundable or transferable.

8.4 Recordings. Sessions may not be recorded by you without our prior written consent. We may record sessions for quality and delivery purposes with notice to you.

9. Agency Services

9.1 Statements of Work. Agency Services (done-for-you marketing, content production, social media management, TikTok/TikTok Shop and affiliate program services) are provided under a written or electronic Statement of Work, order form, or service description presented at checkout (each, an "SOW") that defines scope, deliverables, timelines, and fees. Work outside the defined scope requires a separate or amended SOW and additional fees.

9.2 Client Responsibilities. You will provide timely access to accounts, platforms, brand assets, product information, approvals, and feedback reasonably needed to perform the Services. **Delays caused by your failure to respond or provide required materials extend our deadlines correspondingly and do not entitle you to a refund.** Feedback or approval requests not answered within five (5) business days may be deemed approved so that work can proceed.

9.3 Deliverables and Ownership. Upon our receipt of full payment of all fees due under the applicable SOW, we assign to you ownership of the final deliverables created specifically for you under that SOW, excluding our pre-existing materials, tools, templates, workflows, and know-how, for which we grant you a non-exclusive license as needed to use the deliverables. **Until full payment is received, all deliverables remain our property and may not be used.**

9.4 Portfolio Rights. You grant us the right to identify you as a client and to display the deliverables and non-confidential campaign results in our portfolio and marketing, unless the SOW states otherwise or you opt out in writing.

9.5 AI-Assisted Production. Deliverables may be produced with the assistance of AI tools. We review AI-assisted output before delivery, but you are responsible for final review and approval of deliverables before publication, including for accuracy, claims, and regulatory compliance in your industry.

9.6 Platform Dependence; No Results Guarantee. Agency Services depend on third-party platforms (including TikTok, TikTok Shop, Meta, YouTube, and affiliate networks) whose algorithms, policies, commission structures, and account decisions are outside our control. **We do not guarantee views, engagement, follower growth, sales, GMV, affiliate commissions, account approvals, or any other outcome.** Platform bans, restrictions, or policy changes affecting your accounts are not grounds for refund.

9.7 Compliance. You are responsible for the legal compliance of your products and offers, including advertising claims, FTC endorsement and disclosure requirements for affiliate and creator content, and platform commerce policies. We may decline or discontinue work that we reasonably believe is unlawful or violates platform policies, without refund of fees for work already performed.

10. License and Intellectual Property

10.1 Our Content. All content included in the Services — including text, videos, course materials, templates, prompts, software, community posts by our team, graphics, logos, and trademarks — is owned by or licensed to Maverick Creative Media LLC and protected by intellectual property laws.

10.2 Your License. Subject to your compliance with these Terms and payment of applicable fees, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Services for your personal use or the internal business use of the purchasing entity. This license terminates automatically upon termination of your membership or breach of these Terms.

10.3 Restrictions. You may not: (a) copy, reproduce, distribute, republish, or resell any part of the Services; (b) share access or content with non-members; (c) record, screenshot, download (except where a download function is provided), or redistribute course materials, community discussions, or coaching sessions; (d) use the Services or any content to build, train, or improve a competing product, course, community, or AI model; (e) reverse engineer any software component; (f) remove or alter any proprietary notices or watermarks; or (g) use our name, logo, or content to imply endorsement without written consent.

10.4 Your Content. If you post content within our community, you retain ownership of it but grant us a worldwide, royalty-free license to use, display, and distribute it **within the Services**. We will not use your community posts, name, or likeness in external marketing without your consent.

10.5 Injunctive Relief. You acknowledge that unauthorized copying, sharing, or distribution of our content would cause irreparable harm for which monetary damages are inadequate, and that we are entitled to seek injunctive relief in any court of competent jurisdiction, in addition to all other remedies, notwithstanding Section 17.

10.6 Copyright Complaints. If you believe content within the Services infringes your copyright, send a notice containing the information required by 17 U.S.C. § 512(c)(3) to noah@maverickcreative.net with the subject line "DMCA Notice." We will respond to valid notices, including removing infringing material where appropriate.

11. Acceptable Use

You agree not to use the Services to: (a) violate any law or regulation; (b) harass, abuse, threaten, or harm other members or our team; (c) post spam, unauthorized advertising, or solicitations, or promote competing products, communities, or services to our members; (d) recruit, poach, or solicit our members, contractors, or clients for a competing offering; (e) share illegal, infringing, or objectionable content; (f) attempt to gain unauthorized access to systems or other accounts; (g) scrape, harvest, or extract data or content from the Services, including for AI training; or (h) violate Whop's Terms of Service, Discord's Terms of Service, or applicable community guidelines.

We reserve the right to remove content, suspend access, or terminate membership — **without refund** — for violations of this section, with the degree of enforcement determined in our sole reasonable discretion.

12. Disclaimers

12.1 No Guarantees of Results. We make no guarantees, representations, or warranties regarding outcomes or results from your use of the Services. Any examples of results, earnings, revenue, GMV, follower counts, or testimonials shared within the Services or in marketing materials are illustrative of specific experiences, are not typical, and are not a promise or projection of your results. Your results depend on factors outside our control, including your effort, experience, budget, product, market conditions, and platform algorithms.

12.2 Not Professional Advice. Content provided through the Services — including anything concerning business strategy, e-commerce, advertising, or the use of AI tools — is for educational and informational purposes only and does not constitute legal, financial, investment, tax, or accounting advice. Consult licensed professionals before acting on any information provided.

12.3 "As Is." THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.

12.4 Third-Party Platforms. The Services rely on third-party platforms (including Whop, Discord, TikTok, Meta, payment processors, and hosting providers). We are not responsible for outages, changes, policy enforcement, account restrictions, or other actions of these third parties.

13. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL MAVERICK CREATIVE MEDIA LLC, ITS MEMBERS, OWNERS, EMPLOYEES, CONTRACTORS, OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES — INCLUDING LOST PROFITS, LOST REVENUE, LOST DATA, OR BUSINESS LOSSES — ARISING FROM OR RELATED TO YOUR USE OF THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

OUR TOTAL AGGREGATE LIABILITY FOR ANY CLAIM ARISING FROM THESE TERMS OR THE SERVICES WILL NOT EXCEED THE AMOUNTS YOU PAID TO US IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

Nothing in these Terms limits liability that cannot be limited under applicable law, including liability for fraud, gross negligence, willful misconduct, or death or personal injury caused by negligence, where such limitations are prohibited. Some jurisdictions do not allow certain limitations, so some of the above may not apply to you.

14. Indemnification

You agree to indemnify, defend, and hold harmless Maverick Creative Media LLC and its members, owners, employees, contractors, and agents from any claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising from: (a) your breach of these Terms; (b) your misuse of the Services; (c) content, products, accounts, or materials you provide to us or post in the community; (d) your products, offers, advertising, or affiliate activity, including claims arising from deliverables you approved for publication; or (e) your violation of any law or third-party rights.

15. Term and Termination

These Terms remain in effect while you use the Services. We may suspend or terminate your access at any time, with or without notice, for violation of these Terms, fraudulent activity, abusive conduct toward our team or members, account sharing, or chargeback abuse. **Upon termination for cause, no refund will be issued and any unpaid fees for work performed become immediately due.** Sections that by their nature should survive termination (including Sections 6, 9.3, 10, 12, 13, 14, and 17) survive.

You may terminate by cancelling your subscription through Whop and ceasing use of the Services; Agency Services engagements terminate per the applicable SOW.

16. Privacy

Our collection and use of personal information is described in our Privacy Policy, available at [PRIVACY POLICY LINK]. Payment and account data processed by Whop is governed by Whop's Privacy Policy.

17. Governing Law and Dispute Resolution

17.1 Governing Law. These Terms are governed by the laws of the State of [Texas], without regard to conflict-of-law principles, except where mandatory consumer-protection law of your place of residence applies.

17.2 Informal Resolution. Before filing any formal claim, you agree to send a written description of the dispute to noah@maverickcreative.net and attempt to resolve it informally for at least thirty (30) days. This step is a precondition to arbitration or litigation.

17.3 Binding Arbitration. Any dispute not resolved informally shall be resolved by final and binding arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules (or Commercial Rules for business customers), before a single arbitrator, **on an individual basis only**. Consumer arbitrations will be conducted by videoconference or, at your election, in the county where you reside; arbitration filing and administration fees will be allocated per the applicable AAA rules, and we will pay fees the AAA rules require us to pay. Judgment on the award may be entered in any court of competent jurisdiction.

17.4 Class Action and Jury Trial Waiver. YOU AND MAVERICK EACH WAIVE THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION. If the class waiver is found unenforceable as to a particular claim, that claim (and only that claim) shall proceed in court, and this Section 17.4 is severable as provided there.

17.5 Exceptions. Either party may bring qualifying claims in small claims court, and either party may seek injunctive or equitable relief in court for infringement or misuse of intellectual property or confidential information (per Section 10.5).

17.6 Opt-Out. You may opt out of Sections 17.3–17.4 by emailing noah@maverickcreative.net with the subject "Arbitration Opt-Out," your name, and your Whop account email **within thirty (30) days of first accepting these Terms**. Opting out does not affect any other provision of these Terms.

17.7 Mass Filings. If twenty-five (25) or more similar demands are filed in coordination, the parties agree to staged, bellwether arbitration proceedings per applicable AAA mass-arbitration rules before remaining demands proceed.

17.8 EU/UK Consumers. If you are a consumer in the EU or UK, Sections 17.3–17.4 do not apply to you; you may bring claims in the courts of your country of residence, and you retain all mandatory statutory rights.

18. Changes to These Terms

We may update these Terms from time to time. The "Last Updated" date will reflect the latest version. **Material changes will be communicated at least fourteen (14) days before taking effect** via email, community announcement, or Whop notification, and apply prospectively only. Changes to Section 17 (Dispute Resolution) do not apply to disputes that arose before the change took effect. Continued use of the Services after the effective date constitutes acceptance of the revised Terms; if you do not agree, your remedy is to cancel and cease use before the changes take effect.

19. General Provisions

Entire Agreement. These Terms, together with any SOW and policies referenced herein, constitute the entire agreement between you and the Company regarding the Services.

Severability. If any provision is found unenforceable, the remaining provisions remain in full effect. **No Waiver.** Failure to enforce any provision is not a waiver of the right to enforce it later.

Assignment. You may not assign these Terms; we may assign them in connection with a merger, acquisition, or sale of assets. **Force Majeure.** We are not liable for delays or failures caused by events beyond our reasonable control, including platform outages, policy changes by third-party platforms, and internet or hosting failures. **Notices.** Legal notices to us must be sent to the address and email in Section 20. Notices to you may be delivered to the email associated with your Whop account and are deemed received when sent. **No Third-Party Beneficiaries.** These Terms create no rights in any third party. **Independent Contractor.** Nothing in these Terms creates a partnership, joint venture, employment, or fiduciary relationship.

20. Contact

Questions about these Terms:

Maverick Creative Media LLC Attn: Noah Frydberg
noah@maverickcreative.net