

Terms of Service

Terms of Service

Last updated: June 7, 2026

These Terms of Service ("**Terms**") are a binding agreement between you and **SNOWOAR LLC**, a New Mexico limited liability company ("**Snowoar**," "**we**," "**us**," or "**our**"). They govern your access to and use of the Snowoar and Snowoar Academy storefronts, websites, free resources, online courses, live group sessions, community channels, downloadable digital products, and any related products or services we offer (together, the "**Services**").

Please read these Terms carefully. They include a **binding arbitration agreement and a class-action and jury-trial waiver** (Section 25), **disclaimers of warranties** (Section 20), a **limitation of liability** (Section 21), and a **one-year limit on bringing claims** (Section 26), which affect your legal rights. **By creating an account, completing a purchase, joining our community, or otherwise using the Services, you agree to these Terms, our Privacy Policy, and our Return & Refund Policy, which are incorporated here by reference.** If you do not agree, do not use the Services.

1. Who we are, and the role of Whop

Snowoar Academy is a founder-fronted school for aspiring Roblox game developers, operated by SNOWOAR LLC. We are the **seller and supplier of record** for all of our products — including our free resources, online courses, live group sessions, community access, and downloadable skill packs.

We sell and deliver our products through **Whop (whop.com)**. Whop acts as our **merchant of record and payment processor** — it handles checkout, processes payments, and settles transactions. **Whop is not the seller of our content.** Your payment-card statement may show a Whop billing descriptor rather than "Snowoar," while your receipt identifies Snowoar Academy as the supplier.

Your use of Whop is also governed by Whop's own terms and policies. Our community runs on **Discord**, and some sign-up and lead-capture forms are hosted on **Tally**; your use of those services is likewise subject to their respective terms. We are not responsible for the practices of these third-party platforms. Your continued access depends on your maintaining an account in good standing on Whop and Discord and on those platforms' availability; interruptions, outages,

or independent account actions taken by those platforms are outside our control and do not change your obligations or our refund terms.

2. No affiliation with Roblox or other third parties

SNOWOAR LLC is an **independent business and is not affiliated with, authorized by, endorsed by, sponsored by, or in any way officially connected to Roblox Corporation**, Whop, Discord, Tally, or any other third party, except as expressly stated. "Roblox" and other product and company names are trademarks of their respective owners and are used only for description and identification; their use does not imply any endorsement or partnership. Our Services are independent educational materials and are not a Roblox Corporation product or service.

3. Electronic communications and consent

By using the Services, you consent to receive communications from us electronically — including by email, through Whop, and through our Discord — and you agree that all agreements, notices, disclosures, and other communications we provide electronically satisfy any legal requirement that they be in writing. You consent to the use of electronic records and electronic signatures under the U.S. E-SIGN Act and similar laws, and you agree that your electronic acceptance (such as completing checkout or clicking to agree) creates a binding, enforceable agreement.

4. Eligibility and minimum age

You must be at least **16 years old** to create an account, make a purchase, or use the Services. The Services are **not directed to children under 13**, and we do not knowingly permit anyone under 13 to use them or provide us personal information.

5. Minors (ages 16–17) and parental/guardian consent

If you are **under 18**, you may use or purchase the Services **only** with the involvement of a parent or legal guardian who:

- has read and agreed to these Terms (including the recurring-billing, cancellation, no-refund, and arbitration terms);
- is the **contracting party** entering into this agreement;
- **provides and authorizes the payment method** used; and
- is **financially responsible** for all charges.

By creating an account or making a purchase, you represent and warrant that you are at least 16, and that **either you are 18 or older, or your parent/guardian has consented to and authorized your use and any purchase on your behalf**. This age representation is a material

condition of this agreement. If we learn that a user is under 16, or is 16–17 without the required guardian consent, we may suspend or terminate the account and delete associated personal information; for any user we learn is under 13, we will delete their personal information as required by law. Parents or guardians who believe a minor has used the Services without proper consent may contact us at snowoardev@gmail.com.

6. Accounts and access (Whop and Discord)

Access to paid and free products is delivered through your **Whop account** and, where applicable, through our **Whop-connected Discord** community. To receive community access you may need to link your Discord account and authorize the Whop integration. Access roles are granted when your purchase or membership is active and are **automatically removed when your membership is cancelled, lapses, or is terminated**.

You are responsible for maintaining the confidentiality of your account credentials and for all activity under your account. Do not share your account, credentials, or access with anyone else.

7. What's included

What you receive depends on the specific product you purchase or join, as described on the offer page at the time of your purchase, which controls. In general:

- **Free tier** — a free introductory course, free downloadable resources, and access to our Discord community. Joining creates a Whop account (which captures your email).
- **Snowoar Academy (paid membership)** — a recurring monthly membership that includes our online video courses (hosted on Whop), **weekly live group video calls** (live teaching and Q&A — **these are group sessions, not one-on-one sessions**; generally held weekly, though occasional weeks may be skipped or rescheduled, and sessions may be recorded for members), access to our Discord community, and a library of downloadable AI "skill packs" (`.skill` files) that are **released to active members on a monthly basis** ("dripped"), rather than all at once.
- **À-la-carte skill packs** (when offered) — individual, instantly delivered, downloadable `.skill` files. Each à-la-carte skill pack includes **only the `.skill` file** and no additional materials unless expressly stated on the offer page.
- **Mentorship** — a separate, higher-tier, application-gated one-on-one offering that is **not** part of the Academy membership and is governed by its own terms when offered.

We may add to, modify, or discontinue products and features over time. We will not make material misrepresentations about what a product includes; the offer page in effect at the time of your purchase governs what you bought.

8. Recurring billing and automatic renewal (Snowoar Academy)

Snowoar Academy is a **paid, automatically renewing monthly subscription**. By purchasing a membership, you authorize SNOWOAR LLC, through our payment processor Whop, to **charge your payment method the then-current monthly fee automatically each month on a recurring basis until you cancel**.

- The membership price is the **then-current price displayed at checkout** for the plan you select (a discounted founding-member price is available to early members; standard pricing is higher).
- Billing recurs at a **monthly** interval.
- There is **no free trial** and **no annual plan**.
- Your subscription **renews automatically each month** unless you cancel before the renewal date.

Affirmative consent. Before you complete your purchase, the checkout will present — clearly and conspicuously and before you are charged — the recurring-charge amount, the monthly billing frequency, the automatic-renewal nature of the subscription, and how to cancel, and you must affirmatively agree to them. **Your completion of checkout constitutes your affirmative consent to these recurring charges.** Immediately after you subscribe, we (through Whop) send you, in a form you can keep (such as an email), an acknowledgment that restates the automatic-renewal terms, the recurring charge amount and billing frequency, our cancellation policy, and how to cancel. A record of your purchase and consent is retained through Whop.

9. Cancellation

You may cancel at any time, with no cancellation fee, directly in your Whop account.

Cancellation is self-serve and is at least as easy as signing up:

- **Desktop:** go to your **Profile** → **Orders**, select your Snowoar Academy subscription, and click **Cancel membership**.
- **Mobile:** tap your **profile picture** → **Manage Orders**, select your subscription, and tap **Cancel membership**.

Cancellation takes effect immediately to **stop all future renewals**. **You keep access to the membership through the end of your current paid billing period.** We do not provide partial-month or pro-rated refunds for the current period. See our Return & Refund Policy for full details.

10. Renewal reminders and your responsibilities

You are responsible for keeping a **current, monitored email address** on your account. We and/or Whop may send renewal, billing, and (at least annually) subscription reminders identifying the product, the recurring charge amount and frequency, and how to cancel. **It is your responsibility to cancel before a renewal date if you do not wish to be charged for the next month.**

11. Price changes

We may change the monthly subscription fee for **future** billing periods. If we do, we will give you **clear and conspicuous advance notice at least 30 days before the new price takes effect**, with instructions on how to cancel. The new price will not apply to you until after that notice period, and **you may cancel before it takes effect** to avoid the new charge. Where the law of your state requires it (for example, New York), if you are charged an increased price you may cancel within 14 days of that charge for a pro-rata refund of the increased amount, or we will obtain your affirmative consent to the increase before charging it.

12. Payments, taxes, and currency

Payments are processed by **Whop** and are subject to Whop's terms. **We do not collect or store your full payment-card number**; card data is handled by Whop and its payment processors. Prices are stated in U.S. dollars unless otherwise shown at checkout. Any applicable sales tax, VAT, or similar charges are handled through Whop's tax settings and may be added at checkout. You are responsible for any taxes assessed on your purchase other than taxes on our income.

13. License to products and intellectual property

All content we provide — including courses, videos, written materials, community content we author, and downloadable `.skill` files — is owned by SNOWOAR LLC or its licensors and is protected by intellectual-property laws.

When you purchase or access a paid digital product, **you are buying a limited license, not ownership**. We grant you a **personal, non-transferable, non-sublicensable, revocable license** to access and use the product **for your own learning and your own game-development projects**. You **may not** resell, redistribute, publicly share, sublicense, post, or otherwise make available our paid materials (including `.skill` files), in whole or in part, or share your account access, except as expressly permitted in writing. We retain all rights not expressly granted, and we may revoke the license if you breach these Terms.

You acknowledge that any unauthorized use, copying, sharing, or redistribution of our materials causes irreparable harm for which monetary damages are inadequate, and that we are entitled to seek **injunctive and equitable relief** (in addition to any other remedy) to stop it, without the need to post a bond.

14. Acceptable use and community conduct

You agree not to misuse the Services. In particular, you agree not to:

- share, leak, resell, or redistribute paid materials, credentials, or access;
- harass, threaten, demean, or harm other members, or post unlawful, infringing, hateful, or harmful content in our Discord or other community spaces;
- attempt to circumvent access controls, scrape, reverse-engineer, or disrupt the Services;
- use the Services for any unlawful purpose or in violation of any third-party platform's terms.

You are solely responsible for any content you post in our community spaces, and you grant us a non-exclusive, royalty-free license to host and display it for the operation of the Services.

15. Suspension and termination

We may **suspend, restrict, or terminate** your access to any or all of the Services, remove content, and revoke licenses if you breach these Terms, our community rules, or applicable law, or in good faith to protect the Services or other users. **If we terminate your membership for your breach or misconduct, you are not entitled to any refund of fees already paid.** If we terminate your membership **without cause attributable to you**, you will keep access through the end of your current paid billing period or, at our option, receive a pro-rata refund of the unused portion of that period; this does not limit the refund exceptions in our Return & Refund Policy or your non-waivable rights under Section 28. You may stop using the Services at any time and may cancel a membership as described in Section 9. The provisions of these Terms that by their nature should survive will survive (see Section 30).

16. Educational nature; no guarantee of results

Our products are **educational and informational only**. We share methods, workflows, and tools to help you learn to build and ship Roblox games. **We do not guarantee any particular result** — including any number of players, plays, downloads, revenue, income, employment, or other outcome. Any results described by the founder or other members reflect their own experience, **are not typical, and are not a promise of what you will achieve**. Your results depend on many factors within your own control, including your effort, skill, and circumstances. Nothing in the Services is financial, legal, tax, or other professional advice.

17. Assumption of risk and release

You understand that you are responsible for how you use our educational content and any code, tools, configurations, or strategies we share, and that you use them **at your own risk**. You are responsible for testing, reviewing, and validating anything you build, publish, or monetize, and for complying with the rules of Roblox Corporation and any other platform you use. **To the fullest extent permitted by law, you assume these risks and release**

SNOWOAR LLC from claims and damages arising out of your own use of or reliance on the Services, including any loss of data, account, game, revenue, or platform standing. **This release does NOT apply to, and you do not release: (i) SNOWOAR LLC's own gross negligence, recklessness, willful misconduct, or fraud; (ii) any claim of a minor that cannot be released by the minor or their parent or guardian; or (iii) any non-waivable right under the New Mexico Unfair Practices Act or other applicable law.** Where any release is unenforceable or limited, the limitation of liability in Section 21 controls.

18. Refunds

All sales are final. Our complete refund terms, including the limited good-faith exceptions and how cancellation works, are set out in our **Return & Refund Policy**, which is incorporated into these Terms by reference. Your risk-reversal for the membership is the ability to **cancel anytime**, which stops future billing. Disputes about refunds are subject to the informal-resolution and arbitration terms in Section 25.

19. Third-party links and resources

The Services may reference or link to third-party tools, sites, or resources. We do not control and are not responsible for third-party content, products, policies, or practices, and a reference is not an endorsement. Your use of any third party is at your own risk and subject to that third party's terms.

20. Disclaimer of warranties

THE SERVICES AND ALL PRODUCTS, CONTENT, AND MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. TO THE FULLEST EXTENT PERMITTED BY LAW, SNOWOAR LLC EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR THAT ANY CONTENT IS ACCURATE, CURRENT, OR COMPLETE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM US CREATES ANY WARRANTY NOT EXPRESSLY STATED HERE.

Some jurisdictions do not allow the exclusion of certain warranties, so some of the above exclusions may not apply to you.

21. Limitation of liability

TO THE FULLEST EXTENT PERMITTED BY LAW, SNOWOAR LLC AND ITS OWNERS, MEMBERS, EMPLOYEES, AND AGENTS WILL NOT BE LIABLE FOR ANY INDIRECT,

INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, GOODWILL, OR BUSINESS, ARISING OUT OF OR RELATING TO THE SERVICES, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

OUR TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THE SERVICES WILL NOT EXCEED THE GREATER OF (A) THE TOTAL AMOUNT YOU PAID US IN THE THREE (3) MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM, OR (B) US \$50.

Some jurisdictions do not allow certain limitations of liability, so some of the above may not apply to you. Nothing in these Terms limits liability that cannot be limited under applicable law.

22. Indemnification

To the fullest extent permitted by law, you (and, if you are a minor, your parent or guardian, not the minor) agree to **indemnify, defend, and hold harmless** SNOWOAR LLC and its owners, members, employees, and agents from any **third-party** claims, demands, damages, losses, liabilities, and reasonable expenses (including reasonable attorneys' fees) arising out of or relating to: (a) your misuse of the Services or breach of these Terms; (b) your violation of any law or third-party right; (c) content you post in our community spaces; or (d) your violation of any third-party platform's terms — **except to the extent the claim arises from SNOWOAR LLC's own negligence or misconduct**. We may assume the exclusive defense of any matter subject to indemnification, and you agree to cooperate.

23. Force majeure

We are not liable for any delay or failure to perform caused by events beyond our reasonable control, including acts of God, natural disasters, war, terrorism, civil unrest, labor disputes, internet or utility failures, third-party platform outages or changes (including by Roblox, Whop, or Discord), governmental action, or changes in law.

24. Chargebacks and dispute routing

If you have a problem with a purchase, **please contact us first** at snowoardev@gmail.com for any product, access, membership, refund, or cancellation issue, or contact **Whop** at support@whop.com for a payment-processing error, an unrecognized charge, or a duplicate charge. We aim to resolve issues quickly and fairly.

A duplicate or double charge is a payment-processing matter best resolved through Whop; if Whop does not resolve it, we will correct it under our Return & Refund Policy. Please **contact us (or open a claim through Whop's Resolution Center) before initiating a dispute or**

chargeback with your bank or card issuer. Filing a chargeback in bad faith — for a product you in fact received and accessed, and without first contacting us — may be treated as a breach of these Terms and may result in **termination of your account, community, and Academy access.** We retain delivery and access records (including purchase, download, login, and Discord-join data) as evidence. This section does not remove any right you may have under applicable law or card-network rules to dispute a charge.

25. Informal resolution; binding arbitration; class-action and jury-trial waiver

Please read this section carefully — it affects how disputes between you and us are resolved and limits your rights.

(a) Informal resolution first. Before starting an arbitration or other proceeding, you agree to first contact us at snowoardev@gmail.com (or by mail to the address in our Notices provision, Section 32) and give us **30 days** to resolve the dispute informally and in good faith.

(b) Agreement to arbitrate. Except for the carve-outs below, **you and SNOWOAR LLC agree that any dispute, claim, or controversy arising out of or relating to these Terms or the Services will be resolved by final and binding individual arbitration**, administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules then in effect. The Federal Arbitration Act governs the interpretation and enforcement of this section. The arbitration may be conducted by telephone, video, or written submissions where allowed, or in Bernalillo County, New Mexico (where our principal place of business is located), or your county of residence, as the rules permit. The arbitrator may award the same individual relief a court could.

The arbitrator, and not any court, has exclusive authority to resolve any dispute about the interpretation, applicability, formation, validity, or enforceability of this arbitration agreement, including any claim that all or part of it is void or voidable — **except** that a court, and not the arbitrator, decides (i) the enforceability of the class-action/representative and jury-trial waiver in (c), and (ii) whether a claim falls within the small-claims or intellectual-property/injunctive-relief carve-outs in (e).

For any arbitration governed by the AAA Consumer Arbitration Rules, **SNOWOAR LLC will pay all AAA administrative fees and all arbitrator compensation and expenses**, except that you pay only the consumer filing fee set by the then-current AAA Consumer fee schedule; if that fee would exceed the cost of filing the same claim in court, we will pay the difference. The arbitrator may reallocate fees only on a finding that a claim or defense was frivolous or brought for an improper purpose.

(c) Class-action and jury-trial waiver. You and SNOWOAR LLC agree that each may bring claims against the other only in an individual capacity, and not as a plaintiff or class

member in any purported class, collective, consolidated, or representative proceeding. The arbitrator may not consolidate more than one person's claims or preside over any form of a class or representative proceeding. **YOU AND SNOWOAR LLC WAIVE ANY RIGHT TO A JURY TRIAL.**

(d) 30-day opt-out. You may opt out of this arbitration agreement by emailing snowoardev@gmail.com (or by mail to the address in our Notices provision, Section 32) within **30 days** of first accepting these Terms, stating your name and that you opt out of arbitration. Opting out does not affect any other part of these Terms, and you will then resolve disputes in court under Section 27. If we make a material change to this Section 25 after you first accept these Terms, that change will not apply to you unless we present it to you conspicuously (not by continued-use acceptance alone), and you will have a **new 30-day opt-out period running from the change's effective date**; if you do not opt out within that period, the change applies to disputes arising after it takes effect.

(e) Carve-outs. This section does **not** require arbitration of: (i) claims that qualify for **small-claims court**, which either party may bring in the small-claims court for the county where the consumer resides; (ii) requests for **injunctive or equitable relief** to protect intellectual property or stop unauthorized use of the Services; and (iii) any claim or remedy that, as a matter of law, **cannot be required to be arbitrated or waived**, including any non-waivable right under the New Mexico Unfair Practices Act or other applicable consumer-protection law.

(f) Severability of this section. If the class-action waiver in (c) is found unenforceable as to a particular claim, that claim will proceed in court (Section 27) but the rest of this section still applies. If the entire arbitration agreement is found unenforceable, disputes will be resolved in court under Section 27.

(g) Minors. Where a user is a minor, the parent or guardian who consents to these Terms agrees to this section on the minor's behalf to the extent permitted by law, and agrees to be personally bound by this section in their own capacity.

(h) Coordinated / mass arbitration. If 25 or more similar demands are submitted by or with the assistance or coordination of the same or coordinated counsel within a 90-day period, the parties agree the demands will be administered under AAA's Mass Arbitration Supplementary Rules (or successor rules) then in effect — including its process-arbitrator and staged-bellwether procedures — and batched into rounds with a single set of administrative and filing fees per batch; the applicable limitations period is tolled for unfiled batched demands until their round begins. This subsection is subject to the severability rule in (f).

26. Time limit on claims

To the fullest extent permitted by law, **any claim arising out of or relating to the Services or these Terms must be brought within one (1) year** after the claim arose; otherwise it is

permanently barred. Where applicable law does not permit shortening the limitations period, this section does not apply to that claim. This limit also does not apply to any claim with a longer non-waivable limitations period under applicable law, including any claim under the New Mexico Unfair Practices Act (see Sections 25(e) and 28). This one-year period is tolled to the extent applicable law requires — including any tolling for a person under a legal disability of minority (see Section 28) — and does not run against a minor while such tolling applies.

27. Governing law and venue

These Terms are governed by the laws of the **State of New Mexico**, without regard to its conflict-of-laws rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply. For any dispute not subject to arbitration under Section 25 (including a dispute by a party who has opted out, or a carve-out claim), you and SNOWOAR LLC agree it will be brought exclusively in the **state or federal courts located in Bernalillo County, New Mexico**, and you consent to the personal jurisdiction of those courts, except that a qualifying small-claims action under Section 25(e) may be brought in the small-claims court for the county where the consumer resides. This section does not deprive you of any protection of the mandatory consumer-protection laws of your place of residence.

28. Consumer-rights savings clause

Nothing in these Terms waives or limits any **non-waivable right** you have under the **New Mexico Unfair Practices Act** or other applicable consumer-protection law. If any provision of these Terms is found to limit such a right, that provision applies only to the extent permitted by law, and the remainder of these Terms remains in effect. In addition, nothing in Sections 17, 22, 25, or 26 waives, shortens, or binds a **minor's own** non-waivable statutory or tort rights, or binds a minor where the law makes such a waiver voidable; only the consenting parent or guardian is bound, to the extent permitted by law. Nothing in Sections 20 or 21 excludes, limits, or modifies the implied warranties of merchantability or fitness for a particular purpose, or any remedy for their breach, to the extent such exclusion or limitation is prohibited in a consumer transaction by NMSA § 55-2-316.1 or other applicable law; in that case those warranties and remedies apply notwithstanding Sections 20–21.

29. Changes to these Terms

We may update these Terms from time to time. We will post the updated version with a new "Last updated" date, and where required by law we will provide additional notice. Changes apply going forward; the version of these Terms in effect at the time of your purchase governs that purchase. Your continued use of the Services after an update means you accept the updated Terms. **For material changes — including any change to the arbitration agreement, the class-action or jury-trial waiver, the limitation of liability (Section 21), the fees or billing terms, or the dispute-resolution venue — we will give you advance notice**

at least 30 days before the change takes effect (by email and/or in-account or Whop notice, not by posting alone), and you may cancel before the change takes effect if you do not agree. Material changes to the arbitration agreement (Section 25) are also governed by the separate notice-and-opt-out procedure in Section 25(d), not by continued-use acceptance alone.

30. Survival

The provisions that by their nature should survive termination of your access or these Terms will survive, including Sections 1–3, 12–13, 15–18, and 20–32.

31. General

These Terms, together with the Privacy Policy and Return & Refund Policy, are the entire agreement between you and SNOWOAR LLC regarding the Services and supersede any prior agreements. If any provision is held unenforceable, it will be limited or severed to the minimum extent necessary and the remaining provisions stay in full effect. Our failure to enforce a provision is not a waiver of it. You may not assign these Terms without our consent; we may assign them in connection with a merger, acquisition, financing, or sale of assets. Headings are for convenience only and do not affect interpretation.

32. Contact and notices

Notices. Notice to you is effective when sent to the email on your Whop account, delivered through Whop or our Discord, or posted in your account, consistent with Section 3. Notice to us — including any informal-resolution demand under Section 25(a), any arbitration opt-out under Section 25(d), or any arbitration demand or service of process — is effective if sent by email to snowoardev@gmail.com or by mail to the address below, **Attn: Legal**. You may also serve our registered agent on file with the New Mexico Secretary of State.

SNOWOAR LLC

1209 Mountain Road Place Northeast, STE N

Albuquerque, NM 87110, United States

Email: snowoardev@gmail.com