

DEAL FLIP FORMULA LLC

Terms & Conditions

Last Updated: January 1, 2026

These Terms and Conditions ("Terms") form a legally binding agreement between you ("you," "Customer," or "Participant") and Deal Flip Formula LLC ("Company," "we," "us," or "our") and govern your access to and use of the Deal Flip Formula educational program, training materials, digital content, community access, software, templates, frameworks, coaching calls, and all related services (collectively, the "Program").

BY CLICKING "I AGREE," CHECKING THE ACCEPTANCE BOX, COMPLETING PURCHASE, OR ACCESSING ANY PART OF THE PROGRAM, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE LEGALLY BOUND BY THESE TERMS IN THEIR ENTIRETY. IF YOU DO NOT AGREE, DO NOT PURCHASE OR ACCESS THE PROGRAM.

1. Eligibility & Acknowledgment

You must be at least 18 years old and legally able to enter binding contracts in your jurisdiction to purchase the Program. By enrolling, you confirm you have read these Terms in full, you have had the opportunity to consult with legal counsel of your choosing, and you are entering into this agreement voluntarily and with full understanding.

You further acknowledge that the Program is sold based solely on these Terms and the conspicuous disclosures presented at checkout, and not based on any verbal representation, marketing material, social media post, advertisement, sales call, webinar, testimonial, or statement made by the Company or its affiliates outside of these written Terms.

2. Educational Purpose Only — No Professional Advice

The Program is provided strictly for educational and informational purposes.

The Company does not provide legal, financial, tax, investment, accounting, or real estate advice. Nothing in the Program constitutes professional advice, personalized recommendations, or tailored guidance for your specific circumstances.

You are solely responsible for all decisions, actions, business outcomes, financial outcomes, legal compliance, and tax obligations resulting from your participation. Participation does not create any fiduciary, advisory, broker, agent, or professional relationship of any kind.

You are strongly encouraged to consult licensed professionals before making any business, financial, legal, or real estate decisions.

3. Not a Business Opportunity Under FTC Rules

The Program is sold as educational content only. It is not a "business opportunity" as defined under the Federal Trade Commission Business Opportunity Rule (16 CFR Part 437) because:

- The Company does not provide locations, accounts, customers, leads, or sales territory to participants

- The Company does not buy back any products or services produced by participants
- The Company does not guarantee or imply guaranteed income, refunds, or compensation tied to results

You acknowledge that the Program teaches strategies, methodologies, and frameworks for educational purposes, and that any application of those strategies in your own business is undertaken at your sole risk and discretion.

4. No Partnership, Joint Venture, or Employment Relationship

Your participation in the Program does not create:

- A partnership
- A joint venture
- An employer-employee relationship
- An independent contractor relationship
- An agency, fiduciary, or trust relationship

You operate as a fully independent third party and assume complete responsibility for your business decisions, business operations, and any outcomes resulting from same.

5. Access & License Grant

Upon purchase, you are granted a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access the Program for personal educational use only.

You may NOT:

- Share, transfer, or sell login credentials
- Record, copy, screenshot, screen-capture, transcribe, distribute, or reproduce any Program content
- Use Program materials to teach, train, or instruct any third party
- Use Program materials to create derivative or competing products, programs, or content
- Resell, sublicense, or commercially exploit any aspect of the Program
- Use Program materials in violation of any applicable law

Any violation results in immediate termination of access without refund and may result in legal action including injunctive relief and damages.

6. Intellectual Property

All Program content — including but not limited to videos, audio, written documents, templates, scripts, contracts, frameworks, software, methodologies, branding, names, logos, and trademarks — is the exclusive intellectual property of Deal Flip Formula LLC and is protected by U.S. and international copyright, trademark, and trade secret laws.

Unauthorized use, reproduction, or distribution of any Program content is strictly prohibited and may result in civil liability, statutory damages, attorneys' fees, and criminal prosecution.

7. Payment Terms

All prices are in USD unless otherwise stated. Payment plans, if offered, are legally binding obligations representing the full purchase price spread across scheduled installments — they are not month-to-month subscriptions and cannot be cancelled.

By completing your purchase, you authorize the Company to charge your designated payment method for the full agreed amount according to the payment schedule presented at checkout.

Failure to complete scheduled payments constitutes default and authorizes the Company to:

- Immediately revoke Program access
- Submit the unpaid balance to a licensed third-party collections agency operating in compliance with the Fair Debt Collection Practices Act (FDCPA), the Florida Consumer Collection Practices Act (FCCPA), and all applicable state and federal law
- Report the delinquency to credit bureaus where applicable, with required disclosure of any active dispute as mandated by FCCPA § 559.72(6) and similar state laws
- Pursue legal action to recover the full balance plus reasonable interest, late fees, collection costs, and reasonable attorneys' fees

8. No Refund Policy — All Sales Final

ALL SALES ARE FINAL. NO REFUNDS WILL BE ISSUED UNDER ANY CIRCUMSTANCES.

This no-refund policy is conspicuously disclosed in marketing materials, at checkout immediately above the purchase button, and within these Terms. Your acceptance of these Terms constitutes your informed, knowing, and voluntary waiver of any right to a refund.

Due to the digital nature of the Program, the immediate delivery of proprietary educational content upon purchase, and the inability to "return" intellectual knowledge once accessed, **no refunds, cancellations, partial refunds, prorated refunds, or chargebacks are permitted** once access has been granted — regardless of:

- Level of participation
- Whether or not you watch, read, or use the materials
- Your perception of value
- Your individual results or lack thereof
- Your personal financial circumstances changing
- Your change of mind
- Dissatisfaction with the Program for any reason

By completing purchase you expressly acknowledge and agree:

- You receive immediate digital access to proprietary educational content
- You are purchasing educational materials only — not a guaranteed outcome, result, or income
- You waive any and all rights to a refund, reversal, or chargeback

- Dissatisfaction with the Program does NOT constitute a basis for refund
- You have completed your due diligence prior to purchase
- The Company has not made any verbal or written promises of results or income outside of these Terms

9. Pre-Collection Notice & Resolution Period

The Company maintains a structured, good-faith process before transferring any account to a third-party collections agency.

In the event of an unpaid balance or chargeback, the Company will provide you with written notice via email to the address associated with your Program account and offer a resolution period of seven (7) business days during which you may:

- Withdraw the disputed chargeback with your card issuer and continue Program participation
- Communicate directly with the Company's operations team to discuss the matter
- Cure any payment delinquency through resumption of the agreed-upon payment schedule

If no resolution is reached during the seven (7) business day window, the account will be transferred to a licensed third-party collections agency. All collection activity from that point forward will be handled by the agency in full compliance with the FDCPA, FCCPA, and applicable state law. The Company will not directly pursue collection-related communications with you after transfer.

All Company communications during the resolution period will be sent via email only. The Company will comply with all applicable consumer protection requirements, including but not limited to FCCPA § 559.72(17), which prohibits communication with a debtor between 9:00 p.m. and 8:00 a.m. in the debtor's time zone (with email expressly exempt from this quiet-hour restriction). The Company will further comply with FCCPA § 559.72(7) prohibiting harassing communication and FCCPA § 559.72(6) requiring disclosure of any debtor dispute when discussing the debt with credit reporting agencies.

10. Chargebacks, Payment Disputes & Material Breach

This section is critically important. Read it carefully.

You expressly agree that initiating a chargeback, payment dispute, or reversal with your bank, credit card issuer, or payment processor — for any reason other than verified non-delivery of Program access — constitutes a **material breach of this agreement**.

A dispute is **only valid** under these Terms if you did not receive access to the Program as described. Any other basis for dispute — including but not limited to dissatisfaction, lack of results, lack of participation, perceived value, financial hardship, change of mind, or claims of unauthorized purchase made by an authorized account holder — is **expressly invalid and constitutes breach**.

In the event of any chargeback or dispute, you irrevocably authorize the Company to submit the following to your payment processor and bank as evidence the Program was delivered as described:

- These signed Terms and Conditions
- Your IP address and timestamp of purchase
- Login records and access logs
- Module completion data
- Community participation records
- All marketing materials presented prior to purchase

- The no-refund policy disclosed at checkout
- Any other relevant records

In the event a chargeback is filed and remains unresolved after the Pre-Collection Notice & Resolution Period set forth in Section 9, you irrevocably grant the Company the following enforcement rights:

(a) Immediate Termination

Your access to the Program will be permanently terminated. You will be permanently banned from any future Company products, services, or communities.

(b) Submission to Licensed Collections Agency — Full Disclosure & Authorization

You hereby grant the Company your full, express, irrevocable authorization to submit the disputed amount, plus any related documented costs, to a licensed third-party debt collection agency. The agency will operate in full compliance with the FDCPA (15 U.S.C. § 1692 et seq.), the FCCPA (Fla. Stat. § 559.55 et seq.), and all applicable consumer protection laws.

You authorize and acknowledge the following:

- The agency may contact you via methods permitted by law (mail, email, telephone within statutory quiet-hour restrictions, and other lawful channels)
- The agency may report the debt to credit bureaus including Experian, Equifax, and TransUnion
- The reported debt may appear on your credit report and may negatively affect your credit score
- If the debt is disputed by you, the Company and its agency will disclose the existence of the dispute to any credit reporting agency as required by FCCPA § 559.72(6) and analogous laws
- The agency may pursue legal action including civil judgment to recover the unpaid balance

By accepting these Terms at checkout, you provide your full, knowing, and voluntary consent to the collections process described in this section. You waive any future claim that you did not authorize collections, did not understand the consequences of a chargeback, or were not informed of the collections process. This authorization is a material part of the consideration for the Program and may not be revoked.

(c) Recovery of Reasonable Costs and Attorneys' Fees

In the event the Company is required to pursue arbitration, legal action, or collections to recover the disputed amount, you agree to reimburse the Company for **all reasonable costs, reasonable attorneys' fees, court costs, arbitration fees, and collections fees** incurred in enforcement, subject to determination by an arbitrator, court, or licensed collections agent of what is "reasonable" under applicable law. This is a prevailing party provision: if the Company prevails in any enforcement action, the non-prevailing party shall pay the prevailing party's reasonable enforcement costs and attorneys' fees.

(d) Liquidated Damages for Documented Costs

In addition to the disputed amount, you agree to pay \$250 in liquidated damages per unsuccessful chargeback. The parties acknowledge \$250 is a reasonable, good-faith pre-estimate of the Company's actual damages, including but not limited to:

- Payment processor chargeback fees (typically \$15-\$25 per dispute)

- Increased processing rates assessed against merchants with elevated chargeback ratios above 1%
- Administrative time spent gathering evidence, drafting responses, and submitting representation documentation (estimated 3-5 hours of staff time at standard rates)
- Legal review of dispute responses where applicable
- Reputational harm and goodwill loss associated with elevated dispute ratios

This amount represents a reasonable estimate of damages that would be difficult to calculate precisely, and is not a penalty. This amount may be modified or waived at the Company's sole discretion.

(e) Reporting to Fraud Prevention Databases

The Company reserves the right to report fraudulent or invalid chargebacks to industry fraud prevention databases and payment processor blacklists, and to refer matters to law enforcement where applicable.

By accepting these Terms, you affirm that you understand initiating a chargeback for reasons other than non-delivery is a breach of contract and grounds for the full enforcement actions described above.

11. No Guarantees — Earnings & Results Disclaimer

THE COMPANY MAKES NO GUARANTEES OR REPRESENTATIONS REGARDING RESULTS, INCOME, PROFITS, OR BUSINESS SUCCESS OF ANY KIND.

Deal Flip Formula LLC explicitly guarantees zero (0) results, zero (0) income, and zero (0) financial outcome from your participation in the Program.

Individual results vary significantly and depend on numerous factors including but not limited to:

- Individual effort, consistency, and time invested
- Skills, experience, and decision-making ability
- Market conditions and timing
- Geographic location and local economic factors
- Capital, resources, and access to tools
- Compliance with applicable laws and regulations
- External factors entirely beyond the Company's control

Any earnings, income, results, case studies, testimonials, screenshots, or hypothetical examples referenced anywhere in the Program, in marketing materials, on social media, in advertisements, on the Company website, or in any communication — written or verbal — are **not typical, not average, and not a representation of what you should expect**. They represent exceptional outcomes by individuals who applied the methods with consistency, skill, and effort.

Most participants do not achieve results comparable to those displayed in marketing materials. Many participants achieve no results at all.

Every business model — including land flipping — involves financial risk, time investment, business challenges, and the requirement of consistent effort and continuous improvement. The strategies taught in the Program may not be appropriate for every individual or every market.

You acknowledge and agree:

- Failure to achieve desired results does not constitute a breach of these Terms
- Failure to achieve results does not entitle you to a refund or chargeback
- The Program is purchased at your sole risk
- You have not been promised any specific outcome by the Company

12. Testimonials & Endorsements Disclosure

Any testimonials, success stories, or case studies presented by the Company represent the experiences of specific individuals and are not representative of typical results. The individuals featured may have received compensation, free access, discounts, or other incentives in exchange for their testimonials, in compliance with the Federal Trade Commission's Endorsement Guides (16 CFR Part 255). Their results are their own and depend on factors specific to them. **Your results will differ.**

13. Limitation of Liability

To the fullest extent permitted by law, the Company, its owners, officers, employees, affiliates, and contractors shall not be liable for any:

- Loss of income, profits, business, or business opportunity
- Loss of capital or investment
- Business interruption
- Loss of data
- Indirect, incidental, special, consequential, exemplary, or punitive damages
- Damages arising from your business decisions or actions
- Damages arising from market conditions, third parties, or external factors

The Company's total aggregate liability under this agreement shall not exceed the amount you actually paid for the Program in the twelve (12) months preceding the event giving rise to the claim.

14. Indemnification

You agree to indemnify, defend, and hold harmless Deal Flip Formula LLC, its owners, officers, employees, contractors, and affiliates from and against any and all claims, demands, lawsuits, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) arising from or related to:

- Your use of the Program
- Your business activities, deals, or transactions
- Your interactions with sellers, buyers, builders, or third parties
- Your violation of these Terms
- Your violation of any law or regulation
- Your violation of any third party's rights
- Any content you create, distribute, or share

- Any tax, legal, or regulatory consequences of your business activities

15. Community Conduct & Termination

If the Program includes group calls, Discord, chat, or any community access, you agree to conduct yourself respectfully and professionally. The Company reserves the absolute right to suspend or terminate any participant who:

- Violates community rules
- Disrupts the experience for other participants
- Harasses, threatens, or disparages other participants, the Company, or staff
- Misrepresents the Program or shares Program content publicly
- Violates any provision of these Terms

Termination for any of the above is **without refund and without recourse**.

16. Mandatory Arbitration & Class Action Waiver

PLEASE READ CAREFULLY — THIS SECTION AFFECTS YOUR LEGAL RIGHTS.

Any dispute, claim, or controversy arising out of or relating to these Terms or the Program shall be resolved exclusively through final and binding individual arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules, in Miami, Florida.

You expressly waive your right to:

- File a lawsuit in any court (except for small claims court for qualifying disputes)
- Have a jury trial
- Participate in any class action, collective action, or representative proceeding against the Company
- Consolidate your claim with the claims of any other person

The arbitrator's decision shall be final and binding. Judgment may be entered in any court of competent jurisdiction.

This arbitration clause does NOT prevent the Company from seeking injunctive relief in court for intellectual property violations, breach of confidentiality, or violations of Section 5 (License) and Section 10 (Chargebacks) — for which the Company may pursue all available legal remedies.

17. Regulatory Compliance Acknowledgment

The Company commits to operating in compliance with applicable federal and state consumer protection laws, including but not limited to:

- The Federal Trade Commission Act (15 U.S.C. § 45)
- The FTC Endorsement Guides (16 CFR Part 255)
- The FTC Business Opportunity Rule (16 CFR Part 437)
- The FTC Telemarketing Sales Rule (16 CFR Part 310) where applicable

- The Restore Online Shoppers' Confidence Act (ROSCA, 15 U.S.C. § 8401 et seq.) where applicable
- The Fair Debt Collection Practices Act (FDCPA, 15 U.S.C. § 1692 et seq.) where applicable
- The Florida Consumer Collection Practices Act (FCCPA, Fla. Stat. § 559.55 et seq.)
- The Florida Deceptive and Unfair Trade Practices Act (FDUTPA, Fla. Stat. § 501.201 et seq.)
- All applicable state consumer protection statutes

Any collection-related communication conducted directly by the Company or through a third-party agency will comply with quiet-hour restrictions, harassment prohibitions, dispute disclosure requirements, and any other applicable provisions of the FCCPA, FDCPA, and similar laws.

18. Account Communication & Cancellation Methods

Although the Program is not a subscription and does not auto-renew, the Company commits to providing accessible communication channels for all account-related inquiries. If you have a payment plan or need to communicate with the Company about your account, you may do so through any of the following channels:

- The same online portal where your purchase was completed
- Email to alex@dealfliformula.com
- The Discord community or designated support channels included with your enrollment

This commitment is consistent with the Company's obligations under the Restore Online Shoppers' Confidence Act (ROSCA, 15 U.S.C. § 8401 et seq.) and Section 5 of the Federal Trade Commission Act, which prohibit unfair or deceptive acts and practices in commerce.

Important: Cancellation of a payment plan does not waive the unpaid balance owed under the original purchase agreement. The full purchase price remains a binding obligation regardless of plan modifications. Cessation of access does not constitute a refund or release from payment obligations.

19. Governing Law & Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflict-of-law principles. Any dispute not subject to arbitration shall be brought exclusively in the state or federal courts located in Miami-Dade County, Florida, and you consent to personal jurisdiction in those courts.

20. Modifications

The Company may update these Terms at any time. Material changes will be posted to the Company website with an updated "Last Updated" date. Your continued participation in or access to the Program after changes constitutes acceptance of the updated Terms.

21. Severability

If any provision of these Terms is found to be unenforceable or invalid by a court or arbitrator, that provision shall be limited or eliminated to the minimum extent necessary, and the remaining provisions shall remain in full force and effect.

22. Entire Agreement

These Terms, together with the purchase confirmation and any documents expressly incorporated by reference, constitute the entire agreement between you and the Company regarding the Program. They supersede all prior verbal and written representations, marketing materials, advertisements, and communications.

No representation, statement, or claim made outside of these Terms — whether in marketing, on social media, in sales calls, in advertisements, or in any other communication — shall modify, supplement, or override these Terms.

23. Acknowledgment

BY CHECKING THE BOX, CLICKING "I AGREE," OR COMPLETING PURCHASE, YOU EXPRESSLY ACKNOWLEDGE THAT:

- You have read these Terms in full
- You understand each provision, including the no-refund policy, the chargeback consequences, the pre-collection resolution process, the collections authorization, and the mandatory arbitration clause
- You have had the opportunity to consult an attorney
- You are entering this agreement voluntarily and with full informed consent
- You waive any claim that you did not read, understand, or agree to these Terms

24. Contact Information

Deal Flip Formula LLC

alex@dealfipformula.com