

Service Agreement Terms & Conditions

- **Effective Date:** June 8, 2026
- **Last Updated:** June 8, 2026

These Service Agreement Terms & Conditions (the "Service Terms") govern all programs, memberships, staffing services, software, AI features, and related offerings provided by Viral Coach, LLC ("Viral Coach," "Company," "we," or "us"), an Alaska limited liability company, to you ("Client," "you"). These Service Terms are legally binding. By signing a Program Agreement, Membership Agreement, or by enrolling in, purchasing, or using any Viral Coach service, you agree to be bound by these Service Terms in their entirety.

The Service Terms, together with your Program Agreement, Membership Agreement, Staffing Terms, Testimonial Partnership Addendum, AI Supplemental Terms, Acceptable Use Policy, Privacy Policy, and the Website Terms of Use (collectively, the "Agreement") form the entire contract between you and Viral Coach. In the event of a conflict, the applicable product-specific addendum controls for that specific product or service; otherwise, these Service Terms control.

PLEASE NOTE: By agreeing to these Service Terms, you accept provisions that include mandatory binding arbitration, a waiver of class action rights, liquidated damages, and a waiver of the right to a jury trial. These provisions are set forth in the sections titled "Chargebacks & Payment Disputes," "Non-Disparagement," "Indemnification," "Disclaimers & Limitation of Liability," and "Mandatory Binding Arbitration" and should be reviewed carefully.

1. Definitions

Agreement: These Service Terms and all incorporated addenda and policies, collectively.

Client / Member: A business customer that purchases or uses Viral Coach Services.

Collaborator: Any third-party agency, contractor, or individual engaged by Client in connection with the Services, as further described in the section titled "Third-Party Collaborator."

Deliverables: Any materials, content, strategy, plans, or results produced under a Program or Membership.

Program Agreement: The product-specific contract describing deliverables, pricing, term, and performance guarantees.

Services: All programs, memberships, consulting, staffing, software, and digital tools offered by Viral Coach.

2. Business-to-Business (B2B) Classification

You represent and warrant that you are enrolling in or purchasing Services solely for business or commercial purposes.

You agree that this Agreement constitutes a business-to-business (B2B) commercial transaction. To the fullest extent permitted by law, you waive any statutory cooling off, rescission, or consumer-protection rights that apply only to consumer transactions, including but not limited to any rights under state "buyer's remorse" or distance-selling statutes.

If you intend to use the Services for personal (non-business) purposes, you must disclose that intent to Viral Coach in writing before enrollment. Viral Coach reserves the right to refuse service or offer different terms.

This Agreement is a commercial contract governed by the Federal Arbitration Act (FAA) and, to the extent not preempted, the laws of the State of Alaska.

3. Services & Deliverables

3.1 Scope. Viral Coach provides creative coaching, content strategy, marketing consulting, editorial staffing, AI-assisted tools, and related services. Specific deliverables, timelines, and performance guarantees are defined in your Program Agreement or Membership Agreement.

3.2 Client Cooperation. Timely payment and active participation are required to maintain access to Services and Deliverables. Viral Coach's obligations are contingent upon Client's fulfillment of its own obligations, including but not limited to providing timely approvals, feedback, content, and attendance at scheduled sessions.

3.3 Deemed Acceptance of Deliverables. Upon delivery of any Deliverable (including but not limited to edited videos, content drafts, strategy documents, milestone reports, coaching session outputs, and revisions), Client shall have seventy-two (72) hours from the time of delivery to provide written notice of any objection, requested revision, or non-conformity. Notice must be provided through the same channel in which the Deliverable was delivered (Slack, Framer, email, or other Viral Coach designated

channel) and must specifically identify the Deliverable and the basis for the objection. Failure to provide written objection within the 72-hour window constitutes Client's irrevocable acceptance of the Deliverable as conforming and satisfactory. Client expressly waives any right to dispute, request revisions to, or initiate a chargeback in connection with any Deliverable that has been deemed accepted under this provision. The 72-hour window applies uniformly to all Deliverables regardless of type or scope.

3.4 Third-Party Collaborator. If Client engages any third-party collaborator, agency, or contractor ("Collaborator") in connection with the Services, Client shall ensure each such Collaborator executes a Viral Coach Collaboration Agreement with the Company before accessing any Company materials or participating in the program. Client is solely responsible for selecting, supervising, managing, and overseeing all Collaborators. The Company has no responsibility for the quality, timeliness, or outcomes of any Collaborator's work, and the Company's performance obligations under this Agreement are excused to the extent impaired by a Collaborator's acts or omissions. Such impairment shall not constitute a breach by the Company, and Client remains fully liable for all payment obligations regardless of any Collaborator's conduct.

4. Acceptance & Modification

4.1 Acceptance. By clicking "Buy," "Enroll," "Subscribe," or otherwise accessing Services, or by signing a Program Agreement, you accept these Service Terms regardless of whether you have separately reviewed this document.

4.2 Modification. Viral Coach may update these Service Terms upon thirty (30) days' written notice to the email address associated with your account. Continued use of Services or failure to object in writing within the notice period constitutes acceptance. Material changes to arbitration or liquidated damages provisions will not apply retroactively to existing disputes that arose before the effective date of the modification.

5. Fees, Billing & Payment Obligations

5.1 Full Payment Obligation. You agree to pay all fees as stated in your Program Agreement. Payment plans are courtesy, interest-free installment financing. The full program cost is unconditionally due whether paid upfront or through weekly installments. Non-use or reduced use of Services does not reduce or excuse payment obligations.

5.2 Currency. All fees, refunds, credits, settlements, and other payment obligations under this Agreement are denominated, invoiced, and payable in United States Dollars (USD). Where Viral Coach owes Client any amount under this Agreement (including any

refund, credit, or guarantee payment), Viral Coach's obligation is fully discharged by tendering the corresponding USD amount on the date of payment at the prevailing exchange rate published by Viral Coach's payment processor on that date. Client is solely responsible for any currency-conversion fees, foreign-transaction fees, exchange-rate spreads, wire fees, or other charges imposed by Client's bank, card issuer, or financial institution, whether on outbound payments to Viral Coach or on inbound payments from Viral Coach to Client. Variations between the USD amount tendered and the local-currency amount received by Client do not create any additional liability for Viral Coach.

5.3 Payment Authorization. By submitting payment information, you authorize Viral Coach to:

- Charge all fees according to your payment schedule;
- Retry failed payments up to three (3) times over ten (10) business days;
- Charge alternative payment methods on file if the primary method fails;
- Obtain updated payment information from your card issuer (for example, new card numbers, expiration dates); and/or
- Add a \$25 USD administrative fee for each failed payment attempt after the first retry.

5.4 Late Fees & Escalating Non-Payment Penalties. Client acknowledges that timely payment is a material obligation. To compensate Viral Coach for the administrative burden and financial harm caused by delinquent payments, the late-fee schedule set forth in Client's Program Agreement applies. Late fees are cumulative and compound with each missed payment cycle. All late fees constitute liquidated damages representing a reasonable pre-estimate of Viral Coach's administrative costs, cash-flow disruption, and resource diversion, and are not intended as penalties.

5.5 Acceleration. If any installment payment is more than thirty (30) calendar days past due, or if Client fails to cure a payment breach within the applicable cure period under the section titled "Withdrawal, Termination & Survival," Viral Coach may, at its sole option, declare the entire unpaid balance immediately due and payable ("Acceleration"). Upon Acceleration, the unpaid balance (inclusive of all accrued late fees) shall bear default interest at the rate of 1.5% per month (18% per annum), or the maximum rate permitted by applicable law, whichever is less, from the date of Acceleration until paid in full.

5.6 Personal Guarantee. If Client is purchasing on behalf of a business entity, the individual executing the Personal Guarantee section of the Program Agreement personally, absolutely, and unconditionally guarantees all payment obligations of Client under this Agreement and the Program Agreement. This personal guarantee is

executed in the Guarantor's individual capacity and not as a representative of Client. The existence of this personal guarantee does not alter the business-to-business nature of the underlying Agreement. This guarantee is irrevocable, continuing, and survives any business closure, bankruptcy, dissolution, or change in ownership of the entity.

5.7 Right of Offset. Viral Coach may offset any amounts owed by Client against any amounts Viral Coach may owe Client under this Agreement, including any refunds, credits, or guarantee payments.

5.8 Tax Consequences of Unpaid or Forgiven Debt. Client acknowledges that under Internal Revenue Code Section 61(a)(12), any portion of a debt that is cancelled, forgiven, discharged, or settled for less than the full amount owed may constitute taxable income to Client, reportable on Client's federal and state income tax returns, regardless of whether Client receives an IRS Form 1099-C. Client is solely responsible for all tax obligations arising from any forgiven or settled debt. If Viral Coach cancels, writes off, or settles any portion of Client's outstanding balance, Viral Coach reserves the right, but is not obligated, to report such cancellation to the Internal Revenue Service on Form 1099-C or any successor form to the extent Viral Coach determines it is required or permitted to do so under applicable law. Viral Coach reserves the right to request a completed IRS Form W-9 (Request for Taxpayer Identification Number and Certification) from Client at any time, including but not limited to in connection with settlement negotiations or debt cancellation, and Client agrees to provide such form within ten (10) business days of request. This provision does not obligate Viral Coach to cancel or forgive any debt; all payment obligations remain in full force unless expressly waived in a signed written agreement.

5.9 Automatic Renewal (Memberships). Skool memberships and other subscription services renew automatically at the then-current rate unless cancelled before the renewal date through the applicable platform or by written notice to support@viralcoach.com.

6. Refunds & Performance Guarantees

6.1 General No-Refund Policy. Except as expressly provided in this section ("Refunds & Performance Guarantees") or as required by applicable law, all fees are non-refundable.

6.2 Money-Back Addendum. Where offered, a separate Money-Back Guarantee Addendum allows a one-time rescission within seven (7) calendar days of enrollment, provided Client has (a) signed the Program Agreement and paid the setup fee, (b) attended the initial strategy call, and (c) submitted a written refund request to

support@viralcoach.com within the 7-day window. If eligible, Viral Coach will process the refund within thirty (30) days.

6.3 Performance Guarantee (1,000,000-View Guarantee). Refund eligibility under the performance guarantee is subject to the conditions stated in the Program Agreement, including but not limited to: all payments made on time, posting frequency requirements met, and full utilization of Viral Coach-trained resources for the required duration. Purchase of third-party traffic, followers, or engagement nullifies the guarantee.

6.4 Exclusive Remedy. The refund and guarantee provisions in this section ("Refunds & Performance Guarantees") are Client's sole and exclusive remedies for dissatisfaction with Services, to the fullest extent permitted by law.

7. Chargebacks & Payment Disputes

7.1 Mandatory Pre-Dispute Resolution. Before initiating any chargeback, reversal, or payment dispute with your bank, card issuer, or payment processor, you must first contact Viral Coach at support@viralcoach.com and make a good-faith effort to resolve the issue directly. You agree to allow Viral Coach at least fifteen (15) calendar days from the date of your written notice to address any payment processing issue (including, without limitation, an overcharge, double charge, or billing error) before escalating. This fifteen (15) day pre-dispute period applies only to payment processing issues; all other disputes are governed by the cure periods set forth in the section titled "Cure Period" (Section 14.4).

7.2 Waiver of Chargeback Rights. You irrevocably waive any right to initiate a chargeback, reversal, or payment dispute with your bank, card issuer, or payment processor for any transaction under this Agreement, except in cases of verified unauthorized fraud (i.e., someone other than you or your authorized representative used your payment method without your consent).

7.3 Improper Chargeback as Material Breach. Any chargeback, reversal, or payment dispute initiated in violation of the section titled "Mandatory Pre-Dispute Resolution" or "Waiver of Chargeback Rights" constitutes a material breach of this Agreement. The date on which Client initiates an improper chargeback is deemed the date of breach for purposes of this Agreement, regardless of whether other payments under the Program Agreement remain in good standing on that date.

7.4 Liquidated Damages for Improper Chargebacks. Upon an improper chargeback, Client shall pay Viral Coach liquidated damages in the amount of three times (3x) the disputed amount, plus all costs of collection, arbitration, and enforcement (including reasonable attorneys' fees). No minimum dollar floor applies; the damages are

proportional to the disputed transaction. Each separately filed chargeback (including each individual installment chargeback filed by a payment processor as a discrete dispute) constitutes a separate breach giving rise to its own liquidated-damages obligation.

Reasonableness Recital: The parties acknowledge and agree that the actual damages from an improper chargeback are difficult or impossible to calculate at the time of contracting but include, without limitation: (i) Stripe processing and dispute fees (\$15-30 per dispute); (ii) potential placement in Visa/Mastercard chargeback monitoring programs (VAMP/ECM) with fines of \$25-50 per excess dispute; (iii) risk of payment processor account termination; (iv) reputational harm to Viral Coach's merchant profile; and (v) legal and arbitration costs. The parties agree that the 3x multiplier represents a reasonable pre-estimate of probable loss proportional to the scope of the improper dispute and is not intended as a penalty.

7.5 Additional Remedies for Improper Chargebacks. In addition to the liquidated damages specified in the section titled "Liquidated Damages for Improper Chargebacks," Viral Coach may: (a) immediately suspend or terminate all Services without refund; (b) report the incident to payment processors, chargeback monitoring services, and fraud databases; (c) pursue collection activities for the full outstanding balance plus fees; (d) report fraudulent disputes to law enforcement; and (e) offset any amounts owed against any refunds, credits, or guarantee payments.

8. Non-Disparagement

8.1 Mutual Non-Disparagement Obligation. Each party agrees not to make, publish, or cause to be published any statement about the other party, its services, its personnel, or its business that is (a) false, (b) defamatory under applicable law, or (c) materially misleading and reasonably likely to deceive a reasonable consumer of the other party's services, on any platform, including social media, online review sites, podcasts, videos, interviews, blog posts, and communications to any third party. Client further agrees not to file any knowingly false report about Viral Coach with a regulatory agency, payment processor, or platform trust-and-safety function. This section survives termination of the Agreement by any means and continues in perpetuity.

8.2 Carve-Outs. Nothing in this section restricts or prohibits: (a) truthful statements based on the party's actual experience, including any honest negative review of the other party's services; (b) statements made under legal compulsion or in response to a subpoena, court order, or other lawful process; (c) statements made to a regulator, payment processor, or platform trust-and-safety function in good faith and based on a reasonable belief in their truth; (d) statements made in private, confidential

communications, including communications with a party's spouse, attorney, accountant, financial advisor, therapist, or clergy; or (e) statements made in connection with the enforcement of this Agreement or any release, settlement, or termination document executed pursuant to it.

8.3 Definition of Material Breach. For purposes of this section, a "material breach" means any false, defamatory, or materially misleading statement published or caused to be published by a party about the other party, its services, or its personnel. Truthful criticism, statements made in confidence, and statements made under any of the carve-outs in the section titled "Carve-Outs" do not constitute a breach. Multiple statements made as part of a single communication constitute one breach. Statements in separate communications constitute separate breaches.

8.4 Remedies for Client's Breach: Liquidated Damages. The parties acknowledge that harm to Viral Coach from a material breach of this section by Client is inherently difficult to quantify because Viral Coach's business depends on public reputation, client testimonials, and inbound inquiries from prospective clients who research Viral Coach online before contacting the company. The parties further acknowledge that: (i) actual damages from such a breach would include, without limitation, depressed inbound inquiry rates, lost prospective-client conversions, costs of reputation management and corrective communications, diversion of management and legal resources, damage to payment processor and advertising platform standing, and long-term brand dilution; (ii) those damages would be inherently difficult to prove with specificity at the time of contracting; (iii) Twenty-Five Thousand Dollars (\$25,000 USD) per material breach represents a reasonable pre-estimate of such harm and is not intended as a penalty; and (iv) the liquidated damages set forth in this section are Viral Coach's sole monetary remedy for material breach of this section by Client, but do not preclude Viral Coach from seeking injunctive or other equitable relief.

Accordingly, in the event of a material breach of this section by Client, Client shall pay Viral Coach liquidated damages of Twenty-Five Thousand Dollars (\$25,000 USD) per material breach, plus reasonable attorneys' fees and costs of enforcement. Viral Coach is also entitled to injunctive or other equitable relief in addition to the liquidated damages.

8.5 Remedies for Viral Coach's Breach: Actual Damages with Notice and Cure. The parties acknowledge that harm to Client from a material breach of this section by Viral Coach is more readily quantifiable through specific evidence of lost business, lost engagements, or other concrete damages, and is therefore appropriately remedied through actual damages and equitable relief rather than through a fixed sum.

In the event of a material breach of this section by Viral Coach, Client shall provide written notice to Viral Coach specifying the alleged breach. Viral Coach shall have fifteen (15) calendar days from receipt of such notice to cure the breach by retracting or removing the disparaging statement and, where applicable, issuing a corrective statement. If Viral Coach fails to cure within the fifteen-day period, Client is entitled to seek actual damages sustained as a result of the breach and injunctive or other equitable relief. Client bears the burden of proving actual damages with reasonable certainty.

8.6 Asymmetric Remedies; Justification. The parties acknowledge that the differing remedies set forth in the sections titled "Remedies for Client's Breach: Liquidated Damages" and "Remedies for Viral Coach's Breach: Actual Damages with Notice and Cure" reflect the differing nature and quantifiability of the harms each party would suffer from a material breach, and not any difference in the consideration provided by either party under this Agreement. Reputational harm to Viral Coach from disparaging statements is inherently difficult to quantify, while harm to Client from disparaging statements is more readily quantifiable through specific evidence. The parties agree that this difference in the underlying harm justifies the differing remedy structures.

8.7 Consumer Review Fairness Act Savings Clause. Nothing in this section, in any other provision of these Service Terms, or in any incorporated agreement is intended to or shall be construed to: (a) prohibit, restrict, or penalize Client's truthful written, verbal, or pictorial review, performance assessment, or other similar analysis of Viral Coach's Services or conduct, including any honest negative review based on Client's actual experience; (b) impose a fee or penalty on Client for posting any honest review; or (c) require Client to assign or transfer any intellectual property right in any such review to Viral Coach. This section is intended to be enforceable only to the extent consistent with the federal Consumer Review Fairness Act (15 U.S.C. § 45b) and analogous state laws. Truthful negative reviews based on actual experience, statements made under legal compulsion, statements made to a regulator in good faith, and statements made in private confidential communications are not subject to the liquidated damages set forth in this section.

9. Indemnification

To the fullest extent permitted by law, Client shall defend, indemnify, and hold harmless Viral Coach, its members, managers, officers, employees, contractors, agents, successors, and assigns from and against any and all claims, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) Client's use of the Services; (b) Client's breach of this Agreement; (c) Client's violation of any law or third-party right; (d) any content Client creates, publishes,

or distributes; (e) any government investigation, legal action, or claim against Client's business; or (f) the acts, omissions, or work product of any Collaborator or third party engaged by Client in connection with the Services.

This indemnification obligation survives termination of the Agreement.

10. Disclaimers & Limitation of Liability

10.1 No Success Guarantees. Viral Coach expressly disclaims any guarantee of business success, income generation, revenue, leads, or sales. Results depend on Client's effort, market conditions, industry, content quality, and numerous factors beyond Viral Coach's control.

10.2 As-Is / As-Available. ALL SERVICES, DELIVERABLES, AND AI FEATURES 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.

10.3 Liability Cap. TO THE FULLEST EXTENT PERMITTED BY LAW, VIRAL COACH'S TOTAL AGGREGATE LIABILITY TO CLIENT UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES ACTUALLY PAID BY CLIENT TO VIRAL COACH IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY.

10.4 No Consequential Damages. IN NO EVENT SHALL VIRAL COACH BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, DATA, BUSINESS OPPORTUNITY, OR GOODWILL, REGARDLESS OF THE THEORY OF LIABILITY.

11. Intellectual Property

11.1 Viral Coach IP. All content, frameworks, methodologies, curricula, software, and tools created by Viral Coach are proprietary and protected by intellectual property law. Client receives a limited, non-exclusive, non-transferable, revocable license to use Viral Coach materials solely for Client's internal business purposes during the term of the applicable program or membership.

11.2 Client Content. Client retains ownership of original content it creates. Client grants Viral Coach a limited, non-exclusive license to edit, repurpose, and use Client content for the purpose of service delivery under the Program Agreement.

11.3 Prohibition on Misuse. Unauthorized reproduction, distribution, resale, sublicensing, reverse engineering, or creation of derivative works from Viral Coach materials is strictly prohibited and constitutes a material breach entitling Viral Coach to immediate termination, injunctive relief, and damages.

12. Testimonials, Incentives & Non-Circumvention

12.1 Any incentives, discounts, or bonuses offered by Viral Coach are conditional upon compliance with the Testimonial Partnership Addendum (if applicable) and these Service Terms.

12.2 Testimonials must be truthful and FTC-compliant. Client grants Viral Coach a perpetual, worldwide, royalty-free license to use, edit, and publish Client's name, likeness, testimonials, and success metrics for marketing purposes, including case studies, advertisements, and social media.

12.3 Non-Circumvention / Non-Solicitation. During the term of the Agreement and for twelve (12) months following completion or termination, Client shall not directly or indirectly solicit, hire, engage, or contract with any Viral Coach employee, contractor, editor, or candidate outside of Viral Coach's approved channels. Violation of this provision triggers liquidated damages as defined in the Staffing Terms.

13. Confidentiality

Client acknowledges that Viral Coach's methods, strategies, pricing structures, systems, processes, and contractor networks are proprietary and confidential. Client agrees not to disclose, share, or otherwise make available such confidential information to any third party except as necessary for Client's internal business use.

This confidentiality obligation survives termination of the Agreement for a period of three (3) years.

14. Withdrawal, Termination & Survival

14.1 Client Withdrawal. Client may stop participating in the program at any time, but Client remains obligated to pay the full program fee per the payment schedule. Voluntary withdrawal does not entitle Client to any refund.

14.2 Termination by Viral Coach. Viral Coach may terminate this Agreement immediately and without liability if Client: (a) fails to comply with any material terms; (b) engages in any activity violating the Acceptable Use Policy; (c) fails to make any payment when due; or (d) initiates an improper chargeback.

14.3 Mutual Termination. This Agreement may be terminated by mutual written agreement of both parties (a "Mutual Release"). Unless a Mutual Release expressly states otherwise, the Surviving Provisions identified in the section titled "Survival" remain in full force and effect notwithstanding the Mutual Release, and no Mutual Release shall be construed to waive, release, or modify any Surviving Provision absent express written language to that effect.

14.4 Cure Period. Material breaches require written notice. Breaches arising solely from a payment processing issue (such as an overcharge, double charge, or billing error) must be cured within fifteen (15) calendar days. All other breaches, including all non-payment service disputes, must be cured within thirty (30) calendar days. The fifteen (15) day cure period applies only to payment processing issues and does not apply to any other type of breach or dispute. Failure to cure within the applicable period constitutes grounds for immediate termination.

14.5 Survival. The following sections (the "Surviving Provisions") survive termination of this Agreement by any means, including without limitation termination for cause, voluntary withdrawal, expiration, mutual release, and rescission, regardless of whether expressly restated or referenced in any termination document, settlement, or release: the section titled "Third-Party Collaborator," the section titled "Fees, Billing & Payment Obligations" (including all subsections governing currency, late fees, acceleration, personal guarantee, right of offset, and tax consequences), the section titled "Chargebacks & Payment Disputes" (including all liquidated-damages provisions and reasonableness recitals), the section titled "Non-Disparagement" (including all subsections governing carve-outs, definition of material breach, remedies for breach by either party, asymmetric remedies justification, and the Consumer Review Fairness Act savings clause), the section titled "Indemnification," the section titled "Disclaimers & Limitation of Liability," the section titled "Intellectual Property," the section titled "Testimonials, Incentives & Non-Circumvention," the section titled "Confidentiality," the section titled "Collection Rights," the section titled "Governing Law," and the section titled "Mandatory Binding Arbitration." Any obligation accrued before termination, including any liquidated-damages obligation triggered before termination, also survives.

15. Collection Rights

15.1 Costs of Collection. In the event Viral Coach must pursue collection of any amounts owed, Client agrees to pay all costs and expenses of collection, including but not limited to: (a) reasonable attorneys' fees (minimum 33% of the outstanding balance or actual fees, whichever is greater); (b) court costs, filings fees, and arbitration fees; (c) skip-tracing and asset location costs; and (d) collection agency fees.

15.2 Credit Reporting. Viral Coach reserves the right to report delinquent accounts to business and consumer credit reporting agencies, to the extent permitted by law, after providing Client with at least thirty (30) days' written notice and an opportunity to cure.

15.3 Acceleration Upon Default. Upon any event of default (including missed payment, improper chargeback, or material breach), Viral Coach may exercise its right of Acceleration under the section titled "Fees, Billing & Payment Obligations" and pursue all remedies available under this Agreement and applicable law, concurrently or sequentially.

15.4 Third-Party Collections. Viral Coach reserves the right to assign, refer, or transfer any delinquent account to one or more third-party collection agencies or attorneys for recovery. Client consents to the disclosure of account information, signed agreements, communications, service delivery records, and any other documentation necessary for such collection efforts. Client acknowledges that third-party collection agencies may contact Client directly and may pursue recovery through all legally available means, including but not limited to demand letters, telephone contact, skip tracing, credit reporting, and legal proceedings. Collection agency fees are the responsibility of Client pursuant to the section titled "Costs of Collection."

16. Governing Law

This Agreement, and any dispute or claim arising from or related to it (including non-contractual disputes), is governed by the Federal Arbitration Act and, to the extent not preempted, the laws of the State of Alaska, without regard to conflicts-of-law principles.

17. Mandatory Binding Arbitration

17.1 Agreement to Arbitrate. You and Viral Coach agree to resolve all disputes arising out of or relating to this Agreement exclusively through final and binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules and the Federal Arbitration Act (FAA). This includes disputes regarding formation, interpretation, validity, enforceability, or breach of this Agreement or any incorporated document.

17.2 Seat / Venue. The arbitration shall be seated in Anchorage, Alaska, and conducted before a single neutral arbitrator experienced in commercial contracts. The arbitrator may, at Viral Coach's discretion, conduct proceedings remotely by video conference.

17.3 Delegation. Consistent with *Rent-A-Center, West, Inc. v. Jackson*, 561 U.S. 63 (2010), the arbitrator (not any court) shall have exclusive authority to resolve all gateway issues, including arbitrability, jurisdiction, and scope of this arbitration clause.

17.4 Individual Claims Only / Class Action Waiver. ALL ARBITRATION SHALL PROCEED ON AN INDIVIDUAL BASIS ONLY. CLASS, COLLECTIVE, CONSOLIDATED, AND REPRESENTATIVE ACTIONS ARE EXPRESSLY WAIVED AND PROHIBITED. The arbitrator may not consolidate claims or award relief for any person other than the individual party.

17.5 Fees & Attorneys' Fees. Each party shall initially bear its own arbitration costs. The prevailing party is entitled to recover reasonable attorneys' fees, arbitration fees, and all costs from the non-prevailing party, as determined by the arbitrator.

17.6 Small-Claims Option. Either party may bring an individual claim in an Alaska small-claims court (if within jurisdictional limits) as an alternative to arbitration.

17.7 Confidentiality. All arbitration proceedings, filings, evidence, and awards are strictly confidential, except as required for judicial enforcement or by applicable law.

17.8 Survival & Severability. This arbitration clause survives termination of the Agreement. If any portion (except the class-action waiver in the section titled "Individual Claims Only / Class Action Waiver") is found unenforceable, the remainder remains in effect. If the class-action waiver is deemed invalid, the entire arbitration clause is void, and exclusive jurisdiction shall reside in the state and federal courts of Anchorage, Alaska.

17.9 Injunctive Relief. Notwithstanding the foregoing, Viral Coach may seek temporary, preliminary, or permanent injunctive relief in any court of competent jurisdiction to protect its intellectual property, trade secrets, confidential information, or to enforce payment obligations.

17.10 Statute of Limitations. All claims must be brought within one (1) year after the claim first arises. Failure to bring a claim within this period constitutes a permanent waiver.

18. Compliance with Laws

Client is solely responsible for compliance with all applicable laws, including advertising, data protection, telemarketing, and platform-specific rules. All content Client publishes remains Client's sole responsibility.

19. Force Majeure

Neither party shall be liable for failure to perform due to causes beyond reasonable control, including natural disasters, cyberattacks, pandemic, government action, or third-party platform outages.

20. Entire Agreement & Integration

These Service Terms, together with the incorporated addenda and policies, constitute the entire agreement between Client and Viral Coach, superseding all prior terms, versions, representations, and understandings.

Client acknowledges that it is not relying on any representation, warranty, or promise not expressly set forth in this Agreement. Client has independently evaluated the Services and has not been induced to enter into this Agreement by any statement not contained herein.

Severability. If any provision is found invalid or unenforceable, it shall be modified to the minimum extent necessary to be enforceable, or severed if modification is impossible, without affecting the validity of the remaining provisions.

No Waiver. Failure by Viral Coach to enforce any provision shall not constitute a waiver of that provision or the right to enforce it later.

21. Notices

All notices under this Agreement shall be in writing and sent to:

Client: The email address associated with Client's account.

Viral Coach: support@viralcoach.com or Viral Coach, LLC, PO Box 3626, Palmer, Alaska, USA 99645.

Email notice is deemed received on the date sent (provided no delivery-failure notification is received). Postal notice is deemed received three (3) business days after mailing.

22. Contact

Email: support@viralcoach.com **Mail:** Viral Coach, LLC, PO Box 3626, Palmer, Alaska, USA 99645.

Last Updated: May 7, 2026Effective Date: May 7, 2026

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