

AI GROWTH LAB

Terms of Service

Last Updated: April 2026

Welcome to AI Growth Lab. These Terms of Service ("**Terms**") govern your access to and use of the AI Growth Lab website (getaigrowthlab.com), products, services, courses, mentorships, and digital materials (collectively, the "**Services**").

AI Growth Lab is operated by **Smscales LLC**, a Nevada limited liability company ("**Company**", "**we**", "**us**", or "**our**"). By accessing or using our Services, you ("**User**", "**you**") agree to be bound by these Terms. If you do not agree, do not use the Services.

1. ELIGIBILITY

By using the Services, you represent and warrant that:

- You are at least 18 years of age, or the age of majority in your jurisdiction
- You have the legal capacity to enter into a binding agreement
- You are not located in a country subject to U.S. government embargo
- You are not on any U.S. government list of prohibited or restricted parties
- All information you provide is accurate, current, and complete

2. ACCOUNT REGISTRATION & SECURITY

To access most Services, you must create an account. You agree to:

- Provide accurate, current, and complete information during registration
- Maintain and promptly update your account information
- Keep your password confidential and secure
- Accept full responsibility for all activities that occur under your account
- Notify us immediately of any unauthorized use or security breach

You are solely responsible for safeguarding your account. We are not liable for any loss or damage arising from unauthorized access to your account.

3. PURCHASES & PAYMENT

All purchases are subject to these Terms and our **Refund Policy** (incorporated herein by reference).

3.1 Pricing. All prices are in U.S. Dollars (USD) unless otherwise stated. We reserve the right to change prices at any time. Price changes do not affect prior purchases.

3.2 Payment Methods. We accept payment via credit card, debit card, and other methods displayed at checkout. Payment is processed by third-party providers (e.g., Stripe, Whop). You agree to their terms when

using these services.

3.3 Payment Plans. If you select a payment plan (e.g., 3 x \$297), you authorize us to charge your payment method automatically on the agreed schedule. Failed or missed payments will result in suspension of access until cured. All installments are due in full regardless of refund eligibility.

3.4 Taxes. You are responsible for any applicable sales tax, VAT, or other taxes related to your purchase, except where collected directly by us.

4. LICENSE & ACCESS TO COURSE MATERIALS

Upon successful payment, we grant you a **limited, non-exclusive, non-transferable, revocable license** to access and use the course materials for your personal, non-commercial use only.

4.1 You MAY:

- Access course content for your individual learning and business
- Implement frameworks and strategies in your own AI character business
- Reference course materials as inspiration for your work

4.2 You MAY NOT:

- Share login credentials with any other person, including team members or family
- Download, copy, distribute, or republish course videos, prompts, or written materials
- Sell, sublicense, lease, rent, or otherwise transfer your access to anyone
- Use course content to create a competing course, mentorship, or training program
- Post course materials publicly on social media, forums, file-sharing platforms, or torrent sites
- Reverse engineer, decompile, or extract source materials
- Use AI tools to scrape, replicate, or train models on our course content

Violation of this clause results in **immediate termination of access without refund**, and may result in legal action and damages.

5. INTELLECTUAL PROPERTY RIGHTS

All content, materials, frameworks, prompts, swipe files, videos, written content, branding, logos, and software associated with AI Growth Lab are the exclusive property of Smscales LLC or its licensors, protected by U.S. and international copyright, trademark, and other intellectual property laws.

Nothing in these Terms transfers ownership of any intellectual property to you. Your license to use the materials is conditional on your continued compliance with these Terms.

6. USER CONDUCT & COMMUNITY GUIDELINES

When using our Services (including the private community), you agree NOT to:

- Harass, threaten, or abuse other users or staff
- Post hateful, discriminatory, or harmful content
- Spam, advertise unrelated products, or promote competing services
- Impersonate any person or entity
- Upload viruses, malware, or any harmful code
- Attempt to gain unauthorized access to other accounts or our systems
- Use the Services for any illegal purpose or in violation of any laws
- Share personal contact information of other members without their consent

We reserve the right to remove, suspend, or permanently ban any user who violates these guidelines, with or without notice and without refund.

7. RESULTS DISCLAIMER & NO GUARANTEES

AI Growth Lab provides education, training, and frameworks. We do not guarantee specific results.

Income claims, follower count examples, and student case studies referenced in our marketing materials (including but not limited to Yang Mun's 5.5M followers, \$463K in revenue, and individual student successes such as Zak's \$14K first month and Ming's 420K follower growth) represent the upper range of outcomes and are **not typical**.

Your individual results depend on numerous factors, including but not limited to: your effort, consistency, niche selection, content quality, market timing, platform algorithm changes, audience response, prior experience, and many factors outside our control.

You acknowledge that there is risk in any business venture, and you assume all such risk by purchasing AI Growth Lab.

8. PLATFORM & THIRD-PARTY RISK

AI Growth Lab teaches strategies for use on third-party social media platforms (including Instagram, TikTok, YouTube, Facebook, X/Twitter, and others). We are not affiliated with these platforms and have no control over their policies, algorithms, or operations.

We are not responsible for:

- Algorithm changes that affect content reach or engagement
- Policy updates that restrict AI-generated content
- Account suspensions, shadowbans, or terminations on third-party platforms
- Changes to monetization features, eligibility, or payouts
- Platform outages, downtime, or service disruptions
- Third-party tool changes (HeyGen, Kling, ElevenLabs, etc.) that may affect your workflow

9. PRIVACY & DATA

Your use of the Services is also governed by our Privacy Policy, available at getaigrowthlab.com/privacy. By using the Services, you consent to our collection and use of your information as described in the Privacy Policy.

10. THIRD-PARTY LINKS & SERVICES

Our Services may contain links to or recommendations of third-party tools and services (e.g., HeyGen, Kling, ElevenLabs, CapCut). We are not responsible for the content, performance, pricing, availability, or terms of these third parties. Use them at your own risk.

11. DISCLAIMERS

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE FROM HARMFUL COMPONENTS. YOUR USE OF THE SERVICES IS AT YOUR OWN RISK.

12. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SMSCALES LLC, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES.

OUR TOTAL LIABILITY TO YOU FOR ANY CLAIM ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICES SHALL NOT EXCEED THE AMOUNT YOU PAID US IN THE SIX (6) MONTHS PRECEDING THE CLAIM.

13. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless Smscales LLC, its officers, directors, employees, and agents from any claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising out of or related to:

- Your violation of these Terms
- Your use or misuse of the Services
- Your violation of any rights of a third party
- Any content you publish using strategies learned from AI Growth Lab
- Your violation of any applicable laws or regulations

14. TERMINATION

We may suspend or terminate your access to the Services at any time, with or without notice, for any reason, including:

- Violation of these Terms or our Refund Policy
- Initiating a chargeback without contacting us first
- Sharing course materials or login credentials
- Engaging in abusive, illegal, or harmful conduct
- Failure to make payments on a payment plan

Upon termination, your right to access the Services immediately ceases. No refunds will be issued for terminations resulting from your breach of these Terms.

15. GOVERNING LAW & JURISDICTION

These Terms shall be governed by and construed in accordance with the laws of the **State of Nevada, United States**, without regard to conflict of law principles.

16. DISPUTE RESOLUTION & ARBITRATION

16.1 Mandatory Arbitration. Any dispute, claim, or controversy arising out of or related to these Terms or the Services shall be resolved through binding individual arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules. Arbitration shall take place in Las Vegas, Nevada.

16.2 Class Action Waiver. You agree that disputes will be resolved on an individual basis and not as part of any class, consolidated, or representative action. You expressly waive your right to participate in any class action lawsuit or class-wide arbitration.

16.3 Pre-Dispute Notice. Before initiating arbitration, you agree to first contact us at shalev@joinaigrowthlab.com to attempt to resolve the dispute informally. We will work with you in good faith for at least 30 days before any arbitration may be initiated.

17. CHARGEBACK POLICY

By purchasing, you agree to contact us directly at shalev@joinaigrowthlab.com **BEFORE** initiating any chargeback or payment dispute with your bank, credit card company, or payment processor.

Initiating a chargeback without first contacting us is a material breach of these Terms and may result in:

- Permanent ban from all Smscales LLC products and services
- Legal collection action and recovery of associated costs
- Reporting of the dispute to credit bureaus where applicable
- Forfeiture of any partial refund eligibility under our Refund Policy
- Removal from our private community and revocation of all access

18. MODIFICATIONS TO TERMS & SERVICES

We reserve the right to modify these Terms at any time. Material changes will be communicated via email to registered users or via notice on our website. Continued use of the Services after changes constitutes acceptance of the updated Terms.

We may also modify, suspend, or discontinue any part of the Services at any time, with or without notice. We are not liable to you or any third party for such changes.

19. ENTIRE AGREEMENT & SEVERABILITY

These Terms, together with our **Refund Policy** and **Privacy Policy**, constitute the entire agreement between you and Smscales LLC regarding your use of the Services and supersede all prior agreements, understandings, or representations.

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

20. ASSIGNMENT

You may not assign or transfer these Terms or any rights granted under them without our prior written consent. We may freely assign these Terms in connection with a merger, acquisition, sale of assets, or other corporate transaction.

21. WAIVER

Our failure to enforce any provision of these Terms shall not constitute a waiver of that provision or any other provision. Any waiver must be in writing and signed by an authorized representative of Smscales LLC.

22. CONTACT INFORMATION

For questions, concerns, or notices regarding these Terms, contact us at:

Email: shalev@joinaigrowthlab.com

Website: getaigrowthlab.com

Company: Smscales LLC (Nevada, USA)

Response time: Within 24 hours, Monday-Friday

ACKNOWLEDGEMENT

By accessing, purchasing, or using AI Growth Lab Services, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service, our Refund Policy, and our Privacy Policy.

*AI Growth Lab is operated by Smscales LLC, registered in the State of Nevada, USA.
© 2026 Smscales LLC. All Rights Reserved.*