

# AI GROWTH LAB

Refund Policy & Guarantee Terms

**Effective Date:** [Insert Date] | **Operated by:** Smscales LLC (DBA "AI Growth Lab") | **Contact:** shalev@joinaigrowthlab.com

## THE 30-DAY "BUILD IT OR IT'S FREE" GUARANTEE

We stand behind AI Growth Lab. If you genuinely implement the system in full and it doesn't work for you, we'll refund every dollar you paid AND you keep lifetime course access. We believe in our product that much. But this guarantee is for serious students who do the work — not a free trial.

## WHO THIS GUARANTEE IS FOR

This guarantee is designed for committed students who treat the course as a real business build — not as a sampler to consume and return. By purchasing AI Growth Lab, you acknowledge that this is a digital education product, that results depend entirely on your implementation, and that this refund policy requires genuine, documented, good-faith execution of the system AND active engagement with our team for troubleshooting before any refund is considered.

## TO QUALIFY FOR A FULL REFUND — ALL CRITERIA MUST BE MET

To be eligible for a refund under this guarantee, you must satisfy **every single one** of the following requirements. Partial satisfaction does not qualify. The burden of proof rests with the Client. We reserve the right to verify any and all claims.

### 1. Course Completion (Verified by Watch-Time, Not Click-Through)

- (a) You must have **watched a minimum of 85%** of every video in all 5 modules of the course, as verified by Skool's automatic watch-time tracking. Clicking "Mark Complete" without watching does not qualify.
- (b) You must have **downloaded and applied** all course templates, prompts, and frameworks provided.
- (c) You must have attended a minimum of **two (2) live weekly group calls** hosted in the AI Growth Lab community during your first 30 days. Attendance is verified through call recordings, attendee logs, and active participation. Listening on mute without engagement does not count.
- (d) You must have **posted a minimum of seven (7) questions** in the AI Growth Lab community (Skool) during your first 30 days. These questions must be substantive, related to your implementation of the system, and demonstrate active engagement with the material. Generic comments, reactions, or low-effort posts do not count.

### 2. Multi-Platform Distribution Requirement

Each piece of content must be published across **ALL of the following platforms** to count toward the qualification threshold:

- (a) Instagram Reels
- (b) TikTok
- (c) Facebook Reels
- (d) YouTube Shorts

Posting on only one platform — or a subset of platforms — does **not** qualify. The system taught requires multi-platform distribution to give content fair opportunity for algorithmic discovery. Failure to publish across all four

platforms is, in itself, failure to implement the system as taught, and disqualifies any refund request.

### 3. Content Execution — Original Work on the System

- (a) You must have published a minimum of **thirty (30) pieces of original content** per platform (see Section 2 — meaning the same 30 pieces published across all four platforms).
- (b) Content must be **original** — created using the course's frameworks (hooks, character structure, posting strategy). Reposts, recycled content from other accounts, AI-spam, and content that demonstrably does not follow the course methodology do not count.
- (c) Content must be posted under a **single, consistent AI character** built using the AI Growth Lab framework — spread across multiple sandbox or test characters does not qualify.
- (d) Content must be published **across a minimum of 21 consecutive days** with a consistent posting cadence. Batch-dumping content in a short period does not qualify.

### 4. Mandatory Troubleshooting Engagement

Before a refund can be considered, you **must** have actively engaged with the Mentor (Shalev) and/or the AI Growth Lab team to troubleshoot what is not working. This is non-negotiable.

Specifically, you must have:

- (a) Submitted a minimum of **five (5) written questions** to the Mentor or the AI Growth Lab community/team via the designated channels (Skool community posts, direct message, or email), each asking specifically why your content is not performing or for guidance on a specific issue with your implementation;
- (b) Received responses or recommendations to each of those five (5) questions from the Mentor or team;
- (c) **Implemented every single one of those recommendations** in good faith, with documented proof of implementation (before-and-after screenshots, links to revised content showing the changes applied, or written summary of how each recommendation was applied);
- (d) Continued posting using the implemented recommendations for a **minimum of seven (7) days** after each recommendation was applied, to allow the changes a fair opportunity to take effect.

If you have not asked at least 5 questions, received guidance, and demonstrably implemented all recommendations — you have not done the work required to claim that the system does not work for you, and you are not eligible for a refund.

### 5. Documented Implementation

- (a) You must provide direct links to your AI character account on each of the four required platforms (Instagram, TikTok, Facebook, YouTube), showing all 30 pieces of content published and the accounts in active, public status.
- (b) You must submit a **written breakdown** (minimum 500 words) explaining: which hooks you tested; what your niche and character positioning is; what specific results you got (views, engagement, follower data per platform); the five (5) questions you asked the team and what responses you received; and how you implemented each recommendation.
- (c) You must provide **screenshots** of your content analytics from at least 10 of the 30 published videos, across at least two of the four platforms (views, watch time, engagement).
- (d) You must provide **screenshots or saved threads** showing the five (5) direct questions asked to the Mentor or team and the responses received, the seven (7) substantive questions posted in the AI Growth Lab community, and proof of attendance at the two (2) required weekly group calls (call recording timestamps or participation logs).

### 6. Verification Call

(a) Before any refund is approved, you must complete a **20-minute verification call** with our team to confirm that the implementation was done according to the system, that questions were asked, that recommendations were applied, and that genuine effort was made across all four required platforms. This is not a save call — it is a verification step.

(b) Failure to schedule and complete this call within 7 business days of refund request submission will result in automatic denial of the refund request.

## 7. Timing & Submission

(a) Refund request must be submitted **within 30 calendar days** of original purchase date.

(b) Email to: [shalev@joinaigrowthlab.com](mailto:shalev@joinaigrowthlab.com) with subject line: **"Refund Request"**

(c) Email must include all documentation listed in Sections 1-5. Incomplete submissions will be returned for completion and do **not** pause the 30-day window.

## WHAT DOES NOT QUALIFY FOR A REFUND

The following circumstances are **explicitly excluded** from refund eligibility. No exceptions, regardless of circumstance, will be made:

- Marking course modules as "complete" without verified watch-time (85% minimum per video);
- Failing to attend at least 2 live weekly group calls during the first 30 days;
- Failing to post at least 7 substantive questions in the AI Growth Lab community;
- Publishing content on only one or two platforms instead of all four required (Instagram, TikTok, Facebook, YouTube);
- Publishing fewer than 30 pieces of original, on-method content per platform;
- Reposted content, recycled content from other accounts, low-effort or AI-spam content, or content that does not follow the course frameworks;
- Content batch-dumped over fewer than 21 consecutive days;
- Failing to ask at least 5 direct questions to the Mentor or team about why content is not performing;
- Failing to implement the recommendations received in response to those questions;
- Failing to give recommendations at least 7 days to take effect before claiming the system does not work;
- "I changed my mind" / "I didn't have time" / "Life got in the way";
- "I already knew the material" — content access being delivered is not a basis for refund;
- "The community is quiet" — community is a bonus, not the core product;
- Results-based refusals — "my videos didn't get views/followers/sales" without documentation of having followed Sections 1-5 in full;
- Failure to schedule or attend the verification call within 7 business days;
- Refund requests submitted after Day 30 from original purchase date — without exception;
- Course material that has been downloaded, screen-recorded, shared, or distributed externally;
- Any violation of intellectual property, confidentiality, or community guidelines;
- Submitting a chargeback or payment dispute before exhausting the refund process described herein;
- Multiple sandbox accounts or test accounts — the 30 pieces must be on a single consistent character across the four platforms.

## REFUND REVIEW PROCESS

**Step 1:** Email refund request to [shalev@joinaigrowthlab.com](mailto:shalev@joinaigrowthlab.com) with all required documentation (see Qualification Criteria above).

**Step 2:** We acknowledge receipt within 3 business days and either (a) confirm submission is complete and proceed to review, or (b) request missing documentation.

**Step 3:** If submission is complete, we schedule the 20-minute verification call within 7 business days.

**Step 4:** We review all submitted materials and the verification call, then issue a written decision within 7 business days of the call.

**Step 5:** If approved, refund is processed within 10 business days back to original payment method. You retain lifetime course access regardless of refund approval.

**Step 6:** If denied, we provide a written explanation of which criteria were not satisfied. Denial decisions are final and not subject to re-submission for the same purchase.

## PAYMENT PLAN POLICY

If you purchased via installment plan (e.g., 3x payments or similar):

- (a) All installments remain due in full regardless of refund eligibility, until and unless a refund is formally approved.
- (b) The 30-day refund window begins on the date of the **first payment**.
- (c) Failed, missed, or reversed payments result in immediate loss of course access until cured. Repeated failed payments may result in permanent removal from the program.
- (d) If a refund is approved, remaining installments are cancelled and amounts already paid are refunded, less any payment processing fees.

## CHARGEBACK POLICY

**By purchasing AI Growth Lab, you expressly agree to the following:**

- (a) You agree to contact us directly via email at [shalev@joinaigrowthlab.com](mailto:shalev@joinaigrowthlab.com) BEFORE initiating any chargeback, payment dispute, or reversal with your bank, credit card issuer, or payment processor.
- (b) You agree to participate in the refund review process described in this policy before escalating to a chargeback.
- (c) Initiating a chargeback without first contacting us, or initiating a chargeback after a refund request has been formally denied under this policy, is considered a **material breach** of these terms.

**Consequences of a bad-faith chargeback include:**

- Permanent ban from all current and future Smscales LLC / AI Growth Lab products and services;
- Immediate revocation of course access and removal from all community platforms;
- Forfeiture of any partial refund eligibility;
- Legal collection action to recover the disputed amount plus damages, attorney fees, and court costs;
- Reporting to chargeback fraud databases (e.g., Ethoca, Verifi) which may affect your ability to make future online purchases;
- Potential reporting to credit bureaus where permitted by law.

## INTELLECTUAL PROPERTY PROTECTION

All content provided through AI Growth Lab — including but not limited to videos, written content, graphics, templates, prompts, strategies, frameworks, swipe files, and course materials — is the exclusive intellectual property of Smscales LLC. You receive a limited, non-exclusive, non-transferable license to use these materials for your personal business purposes only.

**You expressly may NOT:**

- Copy, reproduce, distribute, publicly display, or transmit any program content outside of the AI Growth Lab community;
- Share course materials, links, login credentials, or downloads with any non-enrolled individual;
- Resell, sublicense, white-label, or create derivative works from our content;
- Record, screenshot, screen-capture, or otherwise reproduce program content for redistribution or external use;
- Use AI Growth Lab content to train, build, or operate any competing course, mentorship, or educational product.

Violation of intellectual property terms results in immediate termination of access without refund, and may result in legal action including statutory damages of up to **USD \$10,000 per violation**.

## **RIGHT TO REFUSE OR REVOKE SERVICE**

Smscales LLC reserves the right to refuse, terminate, or revoke access to AI Growth Lab products and services, without refund, for the following reasons:

- Engaging in abusive, harassing, threatening, or disrespectful behavior toward staff, mentors, or community members;
- Violating intellectual property, confidentiality, or community guidelines;
- Submitting false or fraudulent refund requests with fabricated documentation;
- Initiating chargebacks in bad faith;
- Operating in a manner that creates legal, financial, or reputational risk to Smscales LLC.

## **LIMITATION OF LIABILITY & NO INCOME GUARANTEE**

**No Income Guarantee:** AI Growth Lab makes no guarantee, representation, or warranty regarding any specific income, follower count, revenue, engagement metrics, or business outcomes. Any examples of past student results shared by us (including but not limited to specific income figures or follower counts) are examples only and do not represent typical results. Your results depend entirely on your effort, consistency, niche, execution, and external factors beyond our control.

**Limitation:** Our total liability under this policy or any related agreement shall not exceed the total amount paid by you for the product. We are not liable for any indirect, incidental, consequential, or punitive damages, including lost profits or business interruption.

## **GOVERNING LAW & DISPUTE RESOLUTION**

This policy and any disputes arising from it shall be governed by the laws of the State of Delaware, United States. Any disputes shall first be addressed through good-faith direct negotiation. If unresolved, disputes shall be resolved through binding arbitration administered by the International Chamber of Commerce (ICC) under its Rules of Arbitration, conducted in English, in Delaware, USA. Both parties waive the right to jury trial and class-action participation.

## **ACKNOWLEDGEMENT AT PURCHASE**

By completing your purchase of AI Growth Lab, you acknowledge that you have read, understood, and agree to be bound by this Refund Policy in full. You acknowledge that this is a digital education product, that results require your genuine implementation across all required platforms, that you must actively engage with the team for troubleshooting before claiming the system does not work, and that the refund guarantee requires completion of all qualification criteria as outlined above. You waive any expectation of refund outside the terms of this policy.

## CONTACT

**Email:** [shalev@joinaigrowthlab.com](mailto:shalev@joinaigrowthlab.com)

**Business:** Smscales LLC (DBA AI Growth Lab), Delaware, USA

**Response Time:** We respond to all refund and support inquiries within 3 business days.

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