

Asena Club – Terms of Service

Effective Date: 11/29/2020

By accessing, applying to, joining, or participating in Asena Club (“Asena Club,” “we,” “us,” or “our” “Asena Agency” “Asena” “Asena Events” “Asena Academy”), including its community platforms, events, content, communications, and services (collectively, the “Community”), you (“Member,” “you,” or “your”) agree to be legally bound by these Terms of Service (“Terms”). If you do not agree, you may not access or participate in Asena Club.

1. Nature of Asena Club

Asena Club is a **private, invitation-based community** designed for influencers, entrepreneurs, business leaders, and curated professionals. Membership is a privilege, not a right. Access may be granted, limited, suspended, or revoked at Asena Club’s sole discretion.

2. Eligibility & Membership Approval

- Membership is subject to **application, review, and approval**.
 - Asena Club reserves the right to **accept or reject any applicant** for any reason or no reason at all.
 - Providing false, misleading, or incomplete information may result in immediate termination without refund.
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3. Membership Fees & Payments

- Membership fees are non-refundable unless explicitly stated otherwise in writing.
- Fees may change at any time.

- Failure to pay may result in suspension or termination.
 - Chargebacks, payment disputes, or unauthorized reversals may result in immediate termination and permanent ban.
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4. Confidentiality & Non-Disclosure

Members acknowledge that Asena Club contains **confidential, proprietary, and private information**, including but not limited to:

- Member identities and conversations
- Events, guest lists, strategies, opportunities
- Internal documents, recordings, messages, and discussions

You agree to:

- **Not record, screenshot, copy, distribute, share, repost, or leak** any part of the Community without explicit written permission.
- **Not disclose** private information to non-members.
- **Not use Community information for competitive, exploitative, or unauthorized purposes.**

Any breach of confidentiality may result in **immediate termination, legal action, and financial liability**.

5. Intellectual Property

All content, branding, systems, materials, processes, recordings, and intellectual property associated with Asena Club are owned exclusively by Asena Club.

Members may not:

- Copy, reproduce, sell, license, distribute, or modify Asena Club content
- Use Asena Club branding without written permission
- Represent Asena Club without authorization

Unauthorized use may result in legal action.

6. Code of Conduct

Members agree to conduct themselves professionally and respectfully.

Prohibited behavior includes but is not limited to:

- Harassment, discrimination, hate speech, threats, or abuse
- Solicitation, spamming, or aggressive selling without permission
- Misrepresentation of identity, status, or affiliation
- Sharing misleading information
- Any behavior deemed harmful to the Community or brand

Asena Club reserves **full discretion** to determine violations.

7. Events, Meetups & Physical Gatherings

- Attendance at events is voluntary.
 - Members assume all risks related to participation.
 - Asena Club is **not responsible for personal injury, loss, theft, or damages** at events.
 - Members agree to follow all event rules and venue policies.
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8. No Guarantees / No Reliance

Asena Club does **not guarantee**:

- Income, business success, partnerships, exposure, or results
- Introductions, opportunities, or outcomes

Members acknowledge that:

- All participation is at their own risk
 - Any decisions made based on Community interactions are their sole responsibility
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9. Limitation of Liability

To the maximum extent permitted by law:

- Asena Club shall not be liable for indirect, incidental, consequential, or punitive damages
- Total liability shall not exceed the amount paid by the Member in the preceding 12 months

This applies to all claims, including but not limited to contract, tort, negligence, or otherwise.

10. Indemnification

You agree to indemnify, defend, and hold harmless Asena Club, its owners, affiliates, employees, partners, and representatives from any claims, damages, losses, liabilities, or expenses arising from:

- Your participation
- Your conduct
- Your violation of these Terms

- Your misuse of the Community
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11. Termination & Suspension

Asena Club may:

- Suspend or terminate membership **at any time**, with or without notice
- Remove access for violations, misconduct, non-payment, or misalignment

Termination may occur **without refund**.

12. Non-Circumvention

Members agree not to:

- Circumvent Asena Club to directly exploit connections, deals, or opportunities in a way that harms the Community
- Use Asena Club solely to extract value without contribution

Violations may result in termination and legal action.

13. Arbitration & Governing Law

- Any disputes shall be resolved through **binding arbitration**, not class action lawsuits.
 - Governing law shall be the laws of the State of **Illinois**.
 - Members waive the right to participate in class actions.
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14. Modifications to Terms

Asena Club may update these Terms at any time. Continued participation constitutes acceptance of updated Terms.

15. Entire Agreement

These Terms constitute the entire agreement between you and Asena Club and supersede all prior agreements, representations, or understandings.

16. Contact

For questions regarding these Terms, contact:
support@asenaclub.com

Asena Club is a private community. Access is selective. Participation is conditional. Standards are enforced.