

DIVINE TERMS OF SERVICE

Last Updated: August 3, 2026

PLEASE READ THESE TERMS CAREFULLY. SECTION 18 CONTAINS A BINDING INDIVIDUAL ARBITRATION AGREEMENT AND CLASS ACTION WAIVER THAT AFFECT YOUR LEGAL RIGHTS. IT REQUIRES MOST DISPUTES BETWEEN YOU AND DIVINE TO BE RESOLVED THROUGH INDIVIDUAL ARBITRATION RATHER THAN IN COURT, UNLESS YOU OPT OUT AS DESCRIBED IN SECTION 18.9.

1. Acceptance of These Terms; Definitions

These Terms of Service (these "Terms") are a binding agreement between you ("you" or "User") and Its Gutta Go LLC, an Ohio limited liability company doing business as "Divine" ("Divine," "we," "us," or "our"). These Terms govern your access to and use of: (a) our websites and email newsletters (the "Site"); (b) our Discord server and any online community owned in whole or in part by Divine (the "Community"); (c) any software, tools, bots, or monitors Divine makes available on a hosted basis through the Site, the Community, or related web platforms (the "Tools"); and (d) the Content (defined below) (collectively with the Site, Community, and Tools, the "Service").

"Content" means all information, materials, and works made available by Divine on or through the Service, including text, guides, alerts, leads, notifications, data, graphics, logos, images, audio, video, software output, and the selection and arrangement of any of the foregoing. Content does not include User Content (defined in Section 8).

"Distribute" (and its variants) means to make Content, Tools, or access to any part of the paid Service available, directly or indirectly, in whole or in part, to any person who is not the licensed account holder, by any means and whether or not for compensation — including copying, forwarding, screenshotting, reposting, republishing, mirroring, streaming, or reading aloud Content into any other server, group, chat, website, publication, or service, and including sharing, lending, selling, or otherwise providing account credentials or session access to any other person.

By clicking to accept these Terms, purchasing a subscription, creating an account, or accessing or using any part of the Service, you agree to be bound by these Terms and by our Privacy Policy, which is incorporated by reference. If you do not agree, do not access or use the Service.

2. Eligibility

The Service is offered only to individuals who are at least eighteen (18) years of age and capable of forming a binding contract. By using the Service, you represent and warrant that you meet these requirements. We do not knowingly permit minors to use the Service, and we may terminate any account we reasonably believe is held by a minor.

3. Nature of the Service; No Professional Advice

The Service provides information, education, community discussion, and related tools concerning reselling, retail arbitrage, and related commerce activities. The Service is provided for informational and educational purposes only.

Nothing in the Service constitutes legal, tax, accounting, investment, financial, or other professional advice, and no Content or User Content should be construed as a solicitation, recommendation, or endorsement to buy or sell any asset, security, or financial instrument. Divine is not a broker-dealer, investment adviser, financial institution, or fiduciary, and no fiduciary relationship is created by your use of the Service. You are solely responsible for evaluating the merits and risks of any decision you make, and you should consult your own qualified professional advisers before acting on any information obtained through the Service.

4. No Guarantee of Earnings or Results

Divine makes no representation, warranty, or guarantee that you will earn any money, achieve any particular results, or attain any level of success by using the Service. Reselling and related commerce activities involve substantial effort, skill, capital, and risk, and many participants earn little or nothing.

Any earnings figures, income examples, testimonials, or success stories referenced on the Site, in the Community, or in our marketing represent individual experiences only. They are not typical, are not a promise or projection of your results, and should not be relied upon as such. Your results will depend on factors within and outside your control, including your effort, experience, capital, market conditions, and the policies of third-party platforms. You assume the full risk of acting on any information obtained through the Service.

5. Assumption of Risk

You acknowledge and agree that reselling, retail arbitrage, and related activities discussed in the Service involve significant financial and operational risk, including without limitation marketplace account suspensions or terminations, product shortages, supplier fraud, pricing errors and fluctuations, shipping and logistics failures, chargebacks, policy changes by third-party platforms, and general market instability. Divine does not guarantee success, profitability, or continued access to any third-party platform, including Amazon, eBay, Walmart, Discord, or Whop.

If you use automated checkout tools or similar software (whether or not provided by Divine), you acknowledge that such tools may result in unintended orders, charges, duplicate purchases, or account enforcement actions by third-party platforms, and you assume full responsibility for all outcomes of their use.

You are solely responsible for your own business decisions, purchases, sales, tax obligations, and compliance with all laws and third-party platform policies applicable to your activities.

6. Third-Party Platforms, Links, and Affiliate Disclosure

The Service may reference, link to, or interoperate with third-party websites, marketplaces, and services, including Amazon, eBay, Walmart, Discord, and Whop. Divine does not control and is not responsible for third-party websites or services, their availability, their content, or their policies, and a link does not constitute an endorsement. Any transaction you enter with a third party is solely between you and that third party, at your own risk. Divine is not affiliated with, endorsed by, or sponsored by any third-party platform referenced in the Service.

Some links posted on the Site, in emails, or in the Community are affiliate links, meaning Divine may earn a commission if you click them or make a purchase through them. Divine endeavors to identify affiliate links as such.

7. Marketplace and Member Transactions

Divine is not a party to, and does not broker, facilitate as agent, guarantee, or insure, any transaction between or among members, wholesalers, suppliers, or other third parties, even where such transactions are discussed or arranged within the Community. Divine does not vet, endorse, or guarantee any seller, supplier, product, or service referenced in the Community. You are solely responsible for conducting your own due diligence, and you bear all risk of loss arising from any such transaction, including non-delivery, misrepresentation, fraud, pricing errors, and payment disputes.

8. User Content

8.1 Responsibility for User Content. The Community includes content posted by users, including messages, opinions, alerts, images, and other materials ("User Content"). User Content reflects the views of its author only, is not verified or endorsed by Divine, and does not represent Divine's views. You are solely responsible for the User Content you post and for the consequences of relying on User Content posted by others. Divine may, but is not obligated to, monitor, moderate, or remove User Content, and assumes no liability arising from User Content or from any failure to remove it.

8.2 License to Divine. By submitting or posting User Content on or through the Service, you grant Divine a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, transferable, sublicensable license to use, reproduce, distribute, publicly display, publicly perform, adapt, modify, and create derivative works from such User Content, in any media now known or later developed, including for marketing, promotional, and social media purposes, without further notice, attribution, or compensation to you. You represent and warrant that you own or have all rights necessary to grant this license and that your User Content does not infringe or violate the rights of any third party.

8.3 Acceptable Use. You agree not to post User Content or otherwise use the Service in a way that: (a) is unlawful, fraudulent, defamatory, harassing, threatening, or invasive of another's privacy; (b) infringes any intellectual property or other proprietary right; (c) contains malware or malicious code; (d) constitutes unsolicited advertising or spam, or solicits members for competing services; (e) Distributes Divine's Content, Tools, or paid access in violation of Section 13; or (f) attempts to interfere with, disrupt, or gain unauthorized access to the Service or its related systems. Divine may remove content and suspend or terminate accounts for violations as described in Section 14.

9. Copyright Policy (DMCA)

Divine respects intellectual property rights and expects users to do the same. If you believe content on the Service infringes your copyright, you may submit a notification under the Digital Millennium Copyright Act ("DMCA") to our designated agent containing: (a) your physical or electronic signature; (b) identification of the copyrighted work claimed to be infringed; (c) identification of the material claimed to be infringing and information reasonably sufficient to locate it; (d) your contact information; (e) a statement that you have a good-faith belief that the use is not authorized by the copyright owner, its agent, or the law; and (f) a statement, under penalty of perjury, that the

information in the notice is accurate and that you are the owner or authorized to act on the owner's behalf.

Designated Agent: Vince Smithburger, Its Gutta Go LLC, 2143 Chesterland Ave, Lakewood, OH 44107, Email: info@divineresell.com.

If you believe material you posted was removed by mistake or misidentification, you may submit a counter-notification meeting the requirements of 17 U.S.C. § 512(g). Divine will terminate, in appropriate circumstances, the accounts of users determined to be repeat infringers.

10. Subscriptions, Billing, and Automatic Renewal

10.1 Subscriptions. Access to paid portions of the Service is sold on a subscription basis and processed through Whop or another third-party payment platform identified at checkout (the "Payment Platform"). By purchasing a subscription, you authorize Divine and the Payment Platform to charge your designated payment method the subscription fee, plus any applicable taxes, on a recurring basis.

10.2 Automatic Renewal. UNLESS YOU CANCEL BEFORE THE END OF YOUR CURRENT BILLING PERIOD, YOUR SUBSCRIPTION WILL AUTOMATICALLY RENEW FOR SUCCESSIVE PERIODS OF THE SAME LENGTH AT THE THEN-CURRENT PRICE, AND YOUR PAYMENT METHOD WILL BE CHARGED AT THE START OF EACH RENEWAL PERIOD. Material subscription terms, including the fee, billing frequency, and cancellation method, are disclosed at checkout before you provide payment information. For subscriptions with longer billing periods, Divine will send renewal reminders to your email on file where required by applicable law.

10.3 Price Changes. Divine may change subscription pricing from time to time. Any price change will take effect no earlier than the start of your next billing period, and we will provide advance notice of the change by email or prominent in-Service notice before it takes effect. If you do not agree to a price change, you may cancel before the new price takes effect; continued use of the paid Service after the new price takes effect constitutes acceptance of the new price.

10.4 Free Trials and Promotions. If your subscription begins with a free trial or promotional rate, the trial or promotional terms, including when the first full charge occurs, will be disclosed at checkout. Unless you cancel before the trial or promotional period ends, your subscription will convert automatically to a paid subscription at the disclosed rate.

11. Cancellation

You may cancel your subscription at any time through your account on the Payment Platform (for subscriptions purchased through Whop, via your Whop account settings). If you experience difficulty canceling, you may contact Whop customer support or open a support ticket in the Community, and we will assist you.

Cancellation takes effect at the end of your then-current billing period. Upon cancellation: (a) your subscription will not renew and you will not be charged for any subsequent billing period; (b) you will retain access to paid features through the end of the billing period you have already paid for; and (c) at the end of that period, your access will be downgraded to any free tier then offered, which may include limited community features and email updates. Divine may terminate access earlier only as provided in Section 14 (Termination).

12. Refunds and Payment Disputes

12.1 Refund Policy. Except where a refund is required by applicable law or issued by the Payment Platform as described in Section 12.3, all payments are final and non-refundable, and no refunds or credits will be issued for partial billing periods, unused time, dissatisfaction with the Service, or failure to cancel before a renewal date. You are responsible for managing your subscription and canceling before renewal if you do not wish to continue.

12.2 Payment Disputes. If you believe you have been billed in error, contact us at info@divineresell.com or through a Community support ticket before initiating a dispute with your payment provider, and we will work with you in good faith to resolve the issue. Nothing in these Terms limits any right you may have under applicable law or your agreement with your card issuer to dispute a charge. However, Divine reserves the right to contest payment disputes it believes are unfounded and to present evidence of your purchase, acceptance of these Terms, and use of the Service. If a chargeback or payment dispute is resolved in Divine's favor, or if Divine determines in good faith that a chargeback was fraudulent or abusive, Divine may suspend or permanently terminate your account, decline to accept future purchases from you, and pursue recovery of amounts owed, including reasonable costs of collection where permitted by law.

12.3 Relationship to Payment Platform Terms. Your purchase is additionally subject to the Payment Platform's own terms and policies, and billing disputes escalated within the Payment Platform may be finally resolved by the Payment Platform under its policies. Any refund issued by the Payment Platform under its own authority does not waive, modify, or create any exception to Divine's refund policy, and does not entitle you or any other user to a refund from Divine in any other circumstance. As between you and Divine, in the event of a conflict between these Terms and the Payment Platform's terms concerning your relationship with Divine, these Terms control.

13. Intellectual Property; Your License; Tools; Enforcement

13.1 Divine's Intellectual Property. The Service and all Content are owned by Divine or its licensors and are protected by intellectual property laws. Except for the limited license below, no rights are granted to you.

13.2 Your License. Subject to these Terms and payment of applicable fees, Divine grants you a limited, non-exclusive, revocable, non-transferable license to access and use the Service and Content for your personal use, including use of the information you learn to operate your own reselling or commerce business. This license does not permit you to: (a) Distribute any Content or paid access; (b) share, lend, or sell your account or access credentials; (c) use the Service to build, support, or market a competing product or service; or (d) use any automated means to scrape, harvest, or download Content except as expressly permitted by Divine.

13.3 Hosted Tools. Divine makes certain Tools available solely on a hosted basis, accessed through the Site, the Community, or related web platforms. Subject to these Terms, Divine grants you a limited, non-exclusive, revocable, non-transferable, non-sublicensable right to access and use the Tools through the interfaces Divine provides, solely in connection with your own permitted use of the Service. No copy of, license to, or key for any Tool is provided or implied. You shall not, and shall not permit any third party to: (a) share, resell, or provide access to the Tools to any person who is not the licensed account holder; (b) access or use the Tools through any interface, script, bot, or automated means other than the interfaces Divine provides, or otherwise scrape or programmatically abuse the Tools; (c) circumvent or attempt to circumvent any rate limit, security measure, or access control; (d)

reverse engineer, decompile, or otherwise attempt to derive the source code, models, data sources, or internal operations of the Tools, except to the extent such restriction is prohibited by applicable law; (e) remove or obscure any proprietary notices; or (f) use the Tools in violation of any applicable law or third-party platform policy. The Tools may be updated, modified, rate-limited, suspended, or discontinued at any time without liability to you.

13.4 Feedback. If you provide suggestions or feedback about the Service, Divine may use them without restriction or compensation to you.

13.5 Enforcement; Attorneys' Fees. You acknowledge that unauthorized Distribution of Content, Tools, or paid access, and unauthorized sharing of account credentials, cause Divine irreparable harm for which money damages are an inadequate remedy, and that Divine is entitled to seek injunctive relief for such breaches as provided in Section 18.4(b), without posting a bond. In any action or arbitration in which Divine prevails on a claim that you breached Section 13.2(a), 13.2(b), or 13.3(a), Divine shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection with that claim, in addition to any other relief awarded. This Section does not affect any fee-shifting otherwise available to either party under applicable law or the AAA Rules.

14. Termination and Suspension

Divine may suspend or terminate your access to all or part of the Service, with or without notice, if: (a) you breach these Terms, including the Acceptable Use provisions of Section 8.3 or the license restrictions of Section 13; (b) you engage in conduct that Divine reasonably believes is fraudulent, abusive, unlawful, or harmful to Divine, its members, or its staff; (c) required by law or by a third-party platform on which the Service depends; or (d) Divine discontinues the Service or any part of it. Upon termination for your breach, you remain responsible for all fees incurred before termination, no refund will be owed except where required by applicable law, and you must cease all use of the Service and Tools. You may stop using the Service at any time; cancellation of paid subscriptions is governed by Section 11. Sections 8.2, 12, 13, and 15 through 22 will survive any termination of these Terms or your account.

15. Electronic Communications; Text Messaging

15.1 Consent to Electronic Communications. By using the Service, you consent to receive communications from Divine electronically, including by email to the address associated with your account and by notices posted within the Service, and you agree that all agreements, notices, disclosures, and other communications we provide electronically satisfy any legal requirement that such communications be in writing. You may withdraw this consent by closing your account; you are responsible for keeping your email address current.

16. Disclaimer of Warranties

THE SERVICE AND ALL CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, OR AVAILABILITY. WITHOUT LIMITING THE FOREGOING, DIVINE DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; THAT ANY CONTENT OR ALERT WILL BE ACCURATE, COMPLETE, OR PROFITABLE TO ACT ON; OR THAT ANY DEFECT

WILL BE CORRECTED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU; IN THAT EVENT, SUCH WARRANTIES ARE LIMITED TO THE MINIMUM SCOPE AND DURATION PERMITTED BY APPLICABLE LAW.

17. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (A) IN NO EVENT WILL DIVINE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, BUSINESS, GOODWILL, DATA, OR BUSINESS OPPORTUNITY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICE, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, EVEN IF DIVINE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) DIVINE'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICE WILL NOT EXCEED THE GREATER OF (i) THE AMOUNTS YOU PAID TO DIVINE FOR THE SERVICE IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR (ii) ONE HUNDRED U.S. DOLLARS (US \$100).

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THE LIMITATIONS IN THIS SECTION APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND WILL SURVIVE ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NOTHING IN THESE TERMS LIMITS LIABILITY THAT CANNOT BE LIMITED UNDER APPLICABLE LAW, INCLUDING LIABILITY FOR FRAUD OR FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT WHERE SUCH LIMITATION IS PROHIBITED.

18. Dispute Resolution; Binding Individual Arbitration; Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY TRIAL.

18.1 Informal Resolution First. Before initiating any arbitration or court proceeding, you and Divine each agree to first attempt to resolve any dispute, claim, or controversy arising out of or relating to these Terms or the Service (a "Dispute") informally. The party raising the Dispute must send the other a written notice describing the Dispute and the relief sought ("Dispute Notice") — to Divine at info@divineresell.com or the mailing address in Section 22.9, and to you at the email address associated with your account. The parties agree to negotiate in good faith, including through at least one telephone or video conference if either party requests it, for at least sixty (60) days after the Dispute Notice is received. Completion of this informal process is a condition precedent to initiating arbitration or litigation, and any applicable limitations period is tolled during the process.

18.2 Agreement to Arbitrate. Except as provided in Section 18.4, you and Divine agree that any Dispute, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether arising before or after the effective date of these Terms, will be resolved exclusively by final and binding arbitration on an individual basis, rather than in court. This agreement to arbitrate is governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.).

18.3 Arbitration Procedure. The arbitration will be administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules and, where applicable, its Mass Arbitration Supplementary Rules, each as in effect when the arbitration is filed (together, the "AAA Rules"), except as modified by this Section 18. The AAA Rules are available at www.adr.org. The arbitration will be conducted by a single arbitrator, in English. Unless you and Divine agree otherwise, any arbitration requiring an in-person hearing will take place in the county where you reside or another mutually agreed location, and the arbitrator may conduct proceedings by videoconference. Payment of filing, administration, and arbitrator fees will be governed by the AAA Rules; Divine will pay such fees where required by the AAA Rules or applicable law, and if the arbitrator determines your claim was not frivolous, Divine will reimburse your filing fee. The arbitrator has exclusive authority to resolve any Dispute, may award the same individual relief a court could award (including statutory damages and attorneys' fees where authorized by law), and must issue a reasoned written decision. Judgment on the award may be entered in any court of competent jurisdiction.

18.4 Exceptions. Notwithstanding Section 18.2: (a) either party may bring an individual claim in small claims court in a court of competent jurisdiction (including, for you, the small claims court serving the county where you reside), so long as the claim remains in small claims court and is not removed or appealed to a court of general jurisdiction; and (b) either party may seek temporary, preliminary, or permanent injunctive or other equitable relief in a court of competent jurisdiction to protect its intellectual property rights or to address unauthorized access to, Distribution of, or interference with the Service, without first engaging in the process described in Sections 18.1–18.3, and without waiver of the right to arbitrate all other aspects of the Dispute.

18.5 Delegation. The arbitrator, and not any court, has exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this arbitration agreement, including any claim that all or part of it is void or voidable — except that only a court may decide disputes concerning the validity, enforceability, or scope of the Class Action Waiver in Section 18.6 and the Mass Arbitration provisions in Section 18.7.

18.6 Class Action and Jury Trial Waiver. YOU AND DIVINE EACH AGREE THAT ANY DISPUTE WILL BE BROUGHT AND RESOLVED ON AN INDIVIDUAL BASIS ONLY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE CLAIMS OF MORE THAN ONE PERSON AND MAY NOT PRESIDE OVER ANY FORM OF CLASS OR REPRESENTATIVE PROCEEDING. TO THE EXTENT ANY DISPUTE PROCEEDS IN COURT RATHER THAN ARBITRATION, YOU AND DIVINE EACH WAIVE THE RIGHT TO A JURY TRIAL TO THE FULLEST EXTENT PERMITTED BY LAW. If a court of competent jurisdiction determines that this Class Action Waiver is unenforceable as to a particular Dispute or request for relief, then that Dispute or request for relief (and only that Dispute or request for relief) shall be severed from arbitration and proceed in court consistent with Section 19, with the remainder of the Dispute proceeding in individual arbitration, and in no event shall any class, collective, or representative claim proceed in arbitration.

18.7 Mass Arbitration. If twenty-five (25) or more demands for arbitration are filed against Divine that raise similar claims and are brought by or with the assistance of the same or coordinated counsel or organizations, the parties agree that the AAA's Mass Arbitration Supplementary Rules shall apply, and the demands shall be resolved in staged, batched proceedings as provided in those rules, with a global mediation option after the first batch of merits awards. The parties agree that this

procedure is essential to the efficient administration of Disputes, and any applicable limitations period is tolled for claimants awaiting their batch.

18.8 Limitations Period. To the extent permitted by applicable law, any Dispute must be initiated (by filing an arbitration demand or, for Disputes exempt from arbitration, a court complaint) within one (1) year after the claim accrues, or it is permanently barred. This limitation does not apply where prohibited by law, including to claims under statutes that do not permit contractual shortening of limitations periods.

18.9 Your Right to Opt Out. You may opt out of the arbitration agreement and class action waiver in this Section 18 by sending written notice to info@divineresell.com with the subject line "Arbitration Opt-Out" within thirty (30) days after first accepting these Terms, stating your name, the email associated with your account, and your clear intent to opt out. Opting out of arbitration will not affect any other provision of these Terms, and no adverse action will be taken against you for opting out.

18.10 Severability; Survival. Except as provided in Section 18.6, if any portion of this Section 18 is found unenforceable, the remainder shall be enforced to the fullest extent permitted. This Section 18 survives termination of these Terms and your relationship with Divine.

19. Governing Law and Venue

These Terms and any Dispute are governed by the laws of the State of Ohio and applicable federal law, without regard to conflict-of-laws principles, except that Section 18 is governed by the Federal Arbitration Act. For any Dispute that is not subject to arbitration under Section 18 (including claims for which the arbitration agreement is found unenforceable), you and Divine consent to the exclusive jurisdiction and venue of the state and federal courts located in Cuyahoga County, Ohio, except that: (a) small-claims actions under Section 18.4(a) may be brought in the small claims court serving the county where you reside; and (b) either party may bring injunctive proceedings under Section 18.4(b) in any court of competent jurisdiction. Nothing in this Section deprives you of the protection of mandatory consumer-protection provisions of the law of the jurisdiction where you reside, to the extent such provisions apply notwithstanding a choice of law.

20. Indemnification

You agree to indemnify, defend, and hold harmless Divine and its officers, directors, owners, members, partners, employees, and agents from and against any claims, losses, damages, liabilities, and expenses (including reasonable attorneys' fees) brought by a third party arising out of or relating to: (a) your use or misuse of the Service; (b) your User Content; (c) your violation of these Terms; (d) your violation of any law or the rights of any third party; or (e) your business activities, including transactions with third parties. Divine reserves the right, at your expense, to assume the exclusive defense and control of any matter subject to indemnification by you, in which case you agree to cooperate with Divine's defense.

21. Changes to These Terms; Changes to the Service

Divine may revise these Terms from time to time. For material changes — including changes to pricing terms, the arbitration agreement, or the class action waiver — Divine will provide advance notice by email to the address associated with your account or by prominent notice within the Service, and the changes will apply prospectively from the stated effective date. Your continued use

of the Service after the effective date of revised Terms constitutes acceptance of the revisions; if you do not agree, your remedy is to cancel your subscription and stop using the Service before the effective date. Changes to the arbitration agreement will not apply to any Dispute for which a Dispute Notice was received before the effective date of the change. Divine maintains dated records of each version of these Terms. Divine may also modify, add, or discontinue features of the Service at any time.

22. General Provisions; Contact

22.1 Entire Agreement. These Terms, together with the Privacy Policy and any additional terms presented at checkout, constitute the entire agreement between you and Divine regarding the Service and supersede all prior agreements on that subject, including the prior Terms of Service, End User License Agreement, and Cancellation, Refund & Chargeback Policy.

22.2 Severability. If any provision of these Terms is held invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the remaining provisions will remain in full force and effect.

22.3 No Waiver. Divine's failure to enforce any provision of these Terms is not a waiver of its right to do so later, and no waiver is effective unless in writing.

22.4 Assignment. You may not assign or transfer these Terms or your account without Divine's prior written consent. Divine may assign these Terms in connection with a merger, acquisition, reorganization, or sale of assets, or by operation of law.

22.5 Force Majeure. Divine is not liable for any delay or failure to perform resulting from causes beyond its reasonable control, including acts of God, natural disasters, war, terrorism, labor disputes, governmental action, Internet or utility failures, or failures of third-party platforms or providers.

22.6 Notices. Divine may provide notices to you by email to the address associated with your account or by posting within the Service. Legal notices to Divine must be sent in writing to: Its Gutta Go LLC (DBA Divine), Attn: Legal, 2143 Chesterland Ave, Lakewood, OH 44107, and by email to info@divineresell.com, and are effective upon receipt.

22.7 Third-Party Beneficiaries. Divine's owners, members, officers, directors, employees, agents, and affiliates are intended third-party beneficiaries of Sections 16 (Disclaimer of Warranties), 17 (Limitation of Liability), 18 (Dispute Resolution), and 20 (Indemnification), and each may enforce those provisions, including the right to compel arbitration of any Dispute asserted against them arising out of or relating to the Service, as if a party to these Terms. Except as stated in this Section, these Terms create no third-party rights.

22.8 International Users. The Service is operated from the United States and is designed for and directed primarily to users in the United States. If you access or use the Service from outside the United States, you do so on your own initiative, you are responsible for compliance with the laws of your jurisdiction, and you understand that your information will be processed in the United States as described in the Privacy Policy. If you are a consumer in a jurisdiction whose laws grant you mandatory rights that cannot be waived by contract — including mandatory consumer-protection or dispute-resolution rights — nothing in these Terms limits those rights, and the remaining provisions

of these Terms apply to you to the fullest extent permitted. Divine may restrict access to the Service in any jurisdiction.

22.9 Interpretation; Contact. Section headings are for convenience only, and "including" means "including without limitation." Questions about these Terms may be directed to: Its Gutta Go LLC (DBA Divine), 2143 Chesterland Ave, Lakewood, OH 44107, Email: info@divineresell.com.

DIVINE PRIVACY POLICY

Last Updated: August 3, 2026

This Privacy Policy describes how Its Gutta Go LLC, doing business as "Divine" ("Divine," "we," "us," or "our"), collects, uses, retains, and discloses personal information in connection with our websites, email newsletters, Discord-based communities, and related services (collectively, the "Service"). By using the Service, you acknowledge the practices described in this Privacy Policy. This Privacy Policy is incorporated into and forms part of our Terms of Service.

1. Information We Collect

a. Information you provide. When you subscribe to our email newsletter, we collect your email address and, if you choose to provide them, your name and other contact details. When you purchase a membership or join our paid community, we collect your email address and, as applicable, your name, Discord username and user ID, and other information you provide in your account, in support requests, or in the Community. When you make a purchase, payment is processed by our payment platform (currently Whop) and its payment processors; Divine does not receive or store your full payment card number, but we may receive transaction details such as the product purchased, amount, date, payment status, and billing name and email.

b. Information collected automatically. When you use the Site or Service, we and our service providers may automatically collect device and usage information, such as IP address, browser and device type, operating system, pages viewed, links clicked, referring URLs, and date/time stamps, including through cookies and similar technologies as described in Section 4.

c. Information from third parties. We may receive information about you from platforms we use to operate the Service, including Whop (purchase, subscription, and account status information), Discord (username, user ID, server membership and role information), and email service providers (delivery, open, and click data).

2. How We Use Personal Information

We use personal information to: provide, maintain, and personalize the Service; verify membership eligibility and manage accounts, roles, and access; process transactions and manage subscriptions and renewals; send service, support, billing, and administrative communications; send newsletters, updates, and promotional content (which you can opt out of as described in Section 7); enforce our Terms of Service and community guidelines; monitor, analyze, and improve the Service; detect, prevent, and address fraud, abuse, security incidents, and chargebacks; and comply with legal obligations and protect our legal rights.

3. How We Disclose Personal Information

a. Service providers. We disclose personal information to third-party providers that perform services on our behalf, such as payment processing (Whop and its processors), community hosting (Discord), email delivery, analytics, customer support, and website hosting. We take reasonable steps to engage reputable providers and to limit their use of personal information to the services they perform for us. Whop and Discord are independent services: information you provide directly to them is also governed by their own privacy policies.

b. Legal compliance and protection. We may disclose personal information where we believe in good faith that disclosure is required or permitted by law, court order, subpoena, or governmental request, or is necessary to enforce our Terms of Service, protect the rights, property, or safety of Divine, our users, or others, or investigate fraud or security issues.

c. Business transfers. In connection with a merger, acquisition, financing, reorganization, or sale of all or part of our assets, personal information may be disclosed or transferred to the parties involved, subject to reasonable confidentiality protections, and to the acquiring entity to maintain continuity of your membership or subscription.

d. Affiliated businesses. We may share personal information among businesses owned or controlled by Divine's owners where needed to maintain your existing membership or subscription services. You may opt out of this sharing by contacting us at info@divineresell.com.

e. No sale. Divine does not sell personal information for money.

4. Cookies and Similar Technologies

The Site uses cookies, pixels, and similar technologies to operate the Site, remember preferences, measure email and marketing performance, and understand how the Site is used. You can control cookies through your browser settings; disabling cookies may limit some Site functionality. Our Site does not currently respond to browser "Do Not Track" signals, as no uniform standard for such signals has been adopted. Where required by applicable law, we will request consent for non-essential cookies.

5. Data Retention

We retain personal information for as long as reasonably necessary for the purposes described in this Privacy Policy, including for as long as you maintain an account or subscription, and thereafter as needed to comply with legal, tax, and accounting obligations, resolve disputes, enforce agreements, maintain security, and administer our chargeback and fraud-prevention practices. When personal information is no longer needed, we will delete, de-identify, or securely store it in accordance with applicable law.

6. Data Security

We use commercially reasonable administrative, technical, and organizational measures designed to protect personal information, and we take reasonable steps in selecting service providers that maintain appropriate safeguards. No method of transmission or storage is completely secure, however, and we cannot guarantee absolute security.

7. Your Choices

a. Marketing emails. You may unsubscribe from marketing emails at any time by clicking the "unsubscribe" link in any such email. Unsubscribing from one list does not automatically remove you from other Divine-affiliated lists; you may unsubscribe from each list separately or contact us at info@divineresell.com to be removed from all marketing lists. Even after unsubscribing from marketing, you may continue to receive transactional and administrative messages related to your account or purchases.

b. Text messages. Divine does not currently send text messages. If we offer text alerts in the future, enrollment will require your express opt-in, consent will not be a condition of purchase, and you will be able to opt out at any time by replying STOP.

c. Access, correction, and deletion. You may request access to, correction of, or deletion of your personal information by contacting us at info@divineresell.com. We will respond in accordance with applicable law. Certain information may be retained where we have a legal obligation or other lawful basis to do so, and we may need to verify your identity before acting on a request.

8. State Privacy Rights

Depending on where you live, you may have rights under state privacy laws, which may include the right to know the categories of personal information we collect, use, and disclose; the right to access and receive a copy of your personal information; the right to correct inaccurate information; the right to delete personal information; the right to opt out of the sale or sharing of personal information and certain targeted advertising (see Section 3(e)); and the right not to receive discriminatory treatment for exercising your rights. Although Divine may not be subject to every such law, we extend the rights described in Section 7(c) to all users as a matter of practice. To exercise these rights, contact us at info@divineresell.com with the subject line "Privacy Rights Request." You may designate an authorized agent to submit a request on your behalf, subject to identity and authority verification. If we decline a request, you may appeal by replying to our response, and where applicable you may contact your state Attorney General.

9. International Users

The Service is operated in the United States and directed primarily to U.S. users. If you access the Service or subscribe to our communications from outside the United States, your information will be transferred to and processed in the United States, where privacy laws may differ from those of your jurisdiction. If you are located in a jurisdiction that grants you additional privacy rights (such as the European Economic Area or the United Kingdom), you may exercise the rights described in Section 7(c), and we will honor requests as required by applicable law.

10. Children's Privacy

The Service is intended for individuals aged 18 and older. We do not knowingly collect personal information from anyone under 18. If we learn that we have collected personal information from a person under 18, we will delete it and terminate the associated account.

11. Changes to This Privacy Policy

We may update this Privacy Policy from time to time. We will post the updated version with a revised "Last Updated" date, and for material changes we will provide notice by email or prominent notice within the Service. Your continued use of the Service after the effective date of an updated Privacy Policy constitutes acknowledgment of the update.

12. Contact Us

For questions about this Privacy Policy or to exercise your rights, contact:

Its Gutta Go LLC (DBA Divine) — Attn: Privacy

2143 Chesterland Ave, Lakewood, OH 44107

Email: info@divineresell.com