

PRIVATE BUYERS CLUB LLC TERMS OF SERVICE

Effective Date: January 1, 2025

These Terms of Service (the “Terms”) govern access to and use of the websites, communities, software, dashboards, digital memberships, tools, content, communications, and related services provided by Private Buyers Club LLC (“Private Buyers Club,” “Company,” “we,” “us,” or “our”). By creating an account, purchasing a membership, joining a community, accessing Buyers Portal, using any related service, or otherwise interacting with the Company, you agree to be bound by these Terms. If you do not agree, do not access or use the services.

1. Eligibility and Account Responsibility

You must be at least 18 years old, or the age of majority in your jurisdiction, to use the services. By using the services, you represent that you have full legal authority to enter into these Terms and that your use is lawful where you are located.

You are responsible for your account, login credentials, Discord account, payment account, communications, submissions, purchases, reviews, listings, and all activity occurring under your account. You must provide accurate information and keep it updated. You may not share, sell, transfer, sublicense, or permit unauthorized access to your account, membership, community access, product feed, seller information, partner information, software tools, or any non-public materials.

2. Nature of the Services

Private Buyers Club LLC provides digital membership access, community access, software tools, educational resources, product opportunity organization, dashboards, guides, support resources, and related services. The Company does not guarantee that any specific opportunity, product, deal, refund, reimbursement, rebate, commission, income, profit, review outcome, resale result, marketplace result, or business result will occur.

The services may include information about third-party products, retailers, sellers, agents, marketplaces, payment processors, shipping providers, software integrations, or other external parties. Any third-party product, listing, offer, refund, reimbursement, rebate, payment, marketplace sale, seller relationship, or purchase is between you and the applicable third party unless expressly stated otherwise in writing by the Company.

3. No Guarantees; Assumption of Risk

You acknowledge that participation in any product opportunity, review opportunity, resale activity, dropshipping activity, marketplace listing, seller communication, agent communication, rebate, refund, reimbursement, or related process involves risk. Results may vary based on timing, supply, account eligibility, third-party behavior, marketplace rules, retailer rules, shipping delays, user conduct, and other factors outside our control.

Private Buyers Club LLC does not guarantee any of the following: refunds, reimbursements, rebates, commissions, seller payments, product approvals, product availability, Amazon account standing, marketplace account standing, review acceptance, resale profit, resale velocity, delivery timing, continued access to any third-party service, or continued availability of any offer. You participate at your own discretion and risk.

4. Third-Party Products, Sellers, Retailers, and Marketplaces

Private Buyers Club LLC does not manufacture, sell, ship, store, inspect, warrant, or physically handle third-party retail products unless expressly stated in writing. Product condition, delivery, pricing, availability, authenticity, quality, safety, warranty, returns, exchanges, and retailer support are controlled by the applicable third party.

We are not responsible for any act, omission, delay, denial, misrepresentation, nonpayment, failed refund, failed reimbursement, policy change, account restriction, shipping problem, product issue, or dispute involving any third-party seller, agent, retailer, marketplace, payment provider, shipping provider, or other external party.

5. Member Duties and Required Conduct

You agree to follow all instructions, platform rules, opportunity requirements, community guidelines, applicable laws, and third-party terms. You are solely responsible for reading offer details, confirming product identity, ordering

correctly, providing accurate information, maintaining your own accounts, complying with marketplace and retailer policies, and completing any steps you choose to undertake.

You agree not to engage in fraud, abuse, harassment, threats, spam, scraping, unauthorized automation, deception, account sharing, chargeback abuse, seller harassment, marketplace manipulation, interference with Company systems, circumvention of access controls, or any conduct that harms the Company, its members, partners, staff, sellers, agents, platforms, or services.

6. Purchases, Subscriptions, Cancellations, and Billing

All fees are charged in accordance with the pricing and billing terms presented at purchase or through the applicable payment provider. Subscriptions may renew automatically until canceled. You are responsible for canceling before renewal if you do not wish to continue. Canceling stops future billing but does not automatically refund past charges.

The Company may change pricing, plan benefits, feature access, limits, eligibility requirements, product limits, queue priority, service structure, or membership rules at any time. We may offer promotional pricing, trials, discounts, credits, or custom terms at our discretion.

7. Refunds and No Returns

Because the services are digital and access may be provided immediately, membership payments, subscriptions, digital access fees, software fees, community access fees, and related charges are generally non-refundable unless required by law or approved by the Company in writing at its sole discretion.

Private Buyers Club LLC does not accept returns of physical products because it does not sell, ship, or take possession of those products. Product returns, exchanges, cancellations, defects, delivery issues, or retailer disputes must be handled directly with the applicable retailer, seller, marketplace, or platform. The separate Refunds & No Returns Policy is incorporated into these Terms by reference.

8. Chargebacks and Payment Disputes

Before filing a chargeback or payment dispute, you agree to contact us and provide a reasonable opportunity to address the issue. If you file a chargeback or dispute, we may suspend or terminate your account, preserve records, contest the dispute, and provide evidence of your purchase, access, usage, communications, account activity, and agreement to these Terms.

Abusive, false, or fraudulent disputes may result in permanent removal from the services and loss of access to all Company communities, tools, data, and benefits.

9. Access, Availability, Modifications, and Termination

We may modify, suspend, restrict, replace, discontinue, or remove any feature, tool, community, product feed, integration, opportunity, server access, support channel, plan benefit, or service at any time, with or without notice. We do not guarantee uninterrupted, error-free, secure, or permanent access.

We may suspend or terminate your account or access at any time if we believe you violated these Terms, created risk, caused harm, misused the services, failed to pay, abused support, engaged in suspicious activity, or otherwise acted against the interests of the Company or its community. Termination for violation does not entitle you to a refund.

10. User Content, Reviews, Screenshots, and Submissions

You are responsible for all content, messages, screenshots, reviews, listings, images, documents, usernames, communications, and other materials you submit or transmit through the services. You represent that your submissions are accurate, lawful, and do not infringe the rights of others.

By submitting content to the Company, you grant us a non-exclusive, worldwide, royalty-free license to use, store, reproduce, display, transmit, process, and analyze that content as needed to operate, improve, protect, document, support, and enforce the services. You must not submit confidential information, private third-party information, or unlawful content unless you have the right to do so.

11. Intellectual Property and Confidentiality

All Company names, brands, software, websites, dashboards, designs, workflows, guides, documentation, product feeds, databases, communications, methods, processes, community materials, and non-public information are owned by or licensed to Private Buyers Club LLC and are protected by intellectual property and contract rights.

You may not copy, scrape, resell, redistribute, publish, reverse engineer, clone, sublicense, share, leak, exploit, or create competing services from Company materials, software, data, workflows, opportunities, seller information, partner information, product feeds, or community content without our written permission.

12. Privacy and Communications

You agree that we may collect, process, and use information as reasonably necessary to provide the services, verify access, manage accounts, process payments, provide support, protect the platform, communicate with you, and enforce these Terms. You may receive operational, transactional, billing, support, marketing, or community-related communications from us through email, Discord, SMS, platform messages, or other channels where permitted.

You are responsible for keeping your contact information accurate and for reviewing communications related to your account, opportunities, billing, cancellations, policy updates, and support matters.

13. Compliance With Laws and Third-Party Rules

You are solely responsible for complying with all laws, regulations, tax obligations, marketplace rules, retailer rules, payment-provider rules, shipping-provider rules, platform terms, and account requirements applicable to your activities. Nothing in the services should be interpreted as legal, tax, financial, accounting, business, investment, or compliance advice.

You agree not to use the services in any jurisdiction or manner where such use would be unlawful, restricted, deceptive, infringing, or in violation of third-party terms.

14. Taxes and Financial Responsibility

You are solely responsible for any taxes, reporting obligations, fees, marketplace charges, payment processing fees, shipping costs, refunds, returns, losses, expenses, account limitations, or other financial consequences arising from your purchases, listings, sales, income, reimbursements, or use of the services.

The Company does not provide tax, accounting, investment, or financial advice and is not responsible for your financial outcomes.

15. Disclaimers of Warranties

THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PRIVATE BUYERS CLUB LLC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, AVAILABILITY, RELIABILITY, SECURITY, AND COURSE OF DEALING.

WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, PROFITABLE, SECURE, FREE OF HARMFUL COMPONENTS, COMPATIBLE WITH YOUR ACCOUNTS, OR THAT ANY THIRD PARTY WILL PERFORM AS EXPECTED.

16. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, PRIVATE BUYERS CLUB LLC, ITS OWNERS, MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, AFFILIATES, PARTNERS, LICENSORS, AND SERVICE PROVIDERS WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, LOST PROFIT, LOST REVENUE, LOST DATA, LOST OPPORTUNITY, ACCOUNT RESTRICTION, MARKETPLACE LOSS, PRODUCT LOSS, PAYMENT LOSS, REPUTATIONAL HARM, OR BUSINESS INTERRUPTION DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR TOTAL LIABILITY FOR ANY CLAIM RELATING TO THE SERVICES OR THESE TERMS WILL NOT EXCEED THE GREATER OF: (A) THE AMOUNT YOU PAID TO PRIVATE BUYERS CLUB LLC FOR THE SERVICES IN THE THREE MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM, OR (B) \$100. Some jurisdictions do not allow certain limitations, so some limitations may not apply to you.

17. Indemnification

You agree to defend, indemnify, and hold harmless Private Buyers Club LLC, its owners, members, managers, officers, employees, contractors, agents, affiliates, partners, licensors, and service providers from and against any claims, demands, damages, losses, liabilities, costs, expenses, penalties, fees, and attorneys' fees arising from or related to: (a) your use of the services; (b) your purchases, listings, reviews, resale activity, dropshipping activity, communications, or transactions; (c) your violation of these Terms; (d) your violation of law or third-party rights; (e) your violation of retailer, marketplace, payment-provider, or platform rules; (f) your content or submissions; or (g) disputes between you and any third party.

18. Dispute Resolution; Arbitration; Class Action Waiver

Any dispute, claim, or controversy arising out of or relating to these Terms, the services, your account, or your relationship with Private Buyers Club LLC will first be addressed through good-faith informal resolution. You agree to contact us before initiating any formal claim.

To the maximum extent permitted by law, any unresolved dispute will be resolved by binding individual arbitration, not in court, under the rules of a recognized arbitration provider selected by the Company, unless applicable law requires otherwise. The arbitration will take place in Los Angeles County, California, or remotely if permitted by the arbitrator. You and the Company waive the right to a jury trial and waive the right to participate in any class action, collective action, mass action, private attorney general action, or representative proceeding. Claims must be brought individually. This section does not prevent either party from seeking injunctive or equitable relief for intellectual property misuse, confidentiality breaches, unauthorized access, fraud, abuse, or platform harm.

19. Governing Law and Venue

These Terms are governed by the laws of the State of California, without regard to conflict-of-law rules. To the extent a claim is not subject to arbitration, the exclusive venue and jurisdiction will be the state or federal courts located in Los Angeles County, California, and you consent to those courts.

20. Changes to These Terms

We may update these Terms at any time by posting the updated version, updating the effective date, or otherwise notifying users. Continued use of the services after changes are posted or communicated means you accept the updated Terms. If you do not agree to updated Terms, you must stop using the services and cancel any applicable subscription.

21. Miscellaneous

These Terms, together with any policies incorporated by reference, form the entire agreement between you and Private Buyers Club LLC regarding the services. If any provision is found unenforceable, the remaining provisions remain in effect. Our failure to enforce a provision is not a waiver. You may not assign these Terms without our written consent. We may assign or transfer these Terms in connection with a merger, acquisition, sale, restructuring, or transfer of assets. Headings are for convenience only.

22. Contact Information

For questions about these Terms, contact:

Private Buyers Club LLC

Email: contact@privatebuyersclub.com

Please include your name, account email, Discord username if applicable, and a clear explanation of your request.

Member Acknowledgment

By using the services, creating an account, purchasing a membership, joining a community, accessing Buyers Portal, or participating in any related service, you acknowledge that you have read, understood, and agreed to these Terms of Service, including the disclaimers, limitations of liability, indemnification obligations, arbitration provision, and class action waiver.