

Terms of Service

BusinessGrowR LLC · 30 N Gould St Ste R, Sheridan, WY 82801, United States · support@businessgrowr.com · Effective August 10, 2026

These Terms of Service ("Terms") govern your purchase and use of products and services offered by BusinessGrowR LLC ("BusinessGrowR", "we", "us") through our Whop storefront and any related page, funnel, community, or document we operate. By purchasing, accessing, or using anything we provide, you agree to these Terms.

WHO YOU ARE CONTRACTING WITH. Whop Inc. operates the platform and is the merchant of record for payment processing. BusinessGrowR LLC is the Seller and the supplier of the products and services. Whop's Buyer Terms and Terms of Service apply to the platform layer. These Terms apply to what we deliver. Where the two address different subjects, both apply.

1. Definitions

- **"Services"** means any done-for-you engagement, consulting, coaching, account management, advisory, or implementation work we perform for you.
- **"Materials"** means any template, framework, document, script, recording, dashboard, checklist, software configuration, community access, or other content we make available. Use of Materials is separately governed by our EULA.
- **"Order"** means a completed purchase through Whop, together with any separate written service agreement, statement of work, or proposal we both sign.
- **"Guarantee"** means a written performance guarantee, if any, that appears in a signed Guarantee Addendum to your Order. A guarantee referenced in marketing is not a Guarantee unless it appears in that signed document.

2. Eligibility

You must be at least 18 years old and able to form a binding contract. If you purchase on behalf of a company, you represent that you are authorised to bind it, and "you" means that company. Our Services are sold to businesses for business purposes. They are not consumer products.

3. What we sell, and what governs it

Where your Order includes a separate signed service agreement, statement of work, or Guarantee Addendum, that document controls the scope, price, payment schedule, deliverables, and guarantee terms. These Terms fill any gap and control everything the signed document does not address. Where a signed document and these Terms conflict on the same subject, the signed document wins.

Nothing on a landing page, in an advertisement, on a sales call, in a Discord message, or in an email creates an obligation, deliverable, timeline, or guarantee that is not written into your Order or a signed document. Statements made in marketing are illustrations, not terms.

4. Your obligations

Our Services are collaborative. We cannot deliver them for you or without you. You agree to:

- 1 Provide timely, accurate, and complete access to the accounts, data, platforms, and people needed for the work, including advertising accounts, payment processors, CRM, analytics, and community platforms.
- 2 Attend scheduled onboarding and review sessions, or reschedule with reasonable notice.

- 3 Respond to requests for approvals, assets, information, and decisions within the response times set in your Order or, if none are set, within three business days.
- 4 Fund and maintain any third-party costs the engagement depends on, including advertising spend, software subscriptions, and platform fees. These are your costs, not ours, and are not included in our fees.
- 5 Operate your own business lawfully, including all licensing, disclosure, tax, consumer-protection, and platform-policy obligations that apply to it.
- 6 Keep your own records and backups of your accounts and data.

DELAY CAUSED BY YOU IS NOT OUR BREACH. Where your delay, non-response, refusal of access, or failure to fund a required third-party cost prevents or postpones delivery, timelines extend accordingly, and any Guarantee measurement period is affected as set out in the Guarantee Addendum and the Return and Refund Policy.

5. Fees, payment, and collection

Fees are stated in your Order. Unless your Order says otherwise:

- Fees are quoted and payable in US dollars and are exclusive of taxes, which are your responsibility other than taxes on our own income.
- Payment plans are a payment convenience, not a change in the total amount owed. Accepting a plan means you owe the full contract value.
- Where a payment plan is in place, all instalments remain due on schedule regardless of whether you continue to use the Services.
- We may suspend Services and revoke access to Materials while any amount is overdue.
- You are responsible for reasonable costs of collection on amounts genuinely overdue, including bank fees and, where permitted by law, legal costs.
- Third-party advertising spend, software, and platform fees are billed by those providers to you directly and are never part of our fees.

6. Term, cancellation, and suspension

Subscription products renew automatically at the stated interval until cancelled. You may cancel a subscription at any time through your Whop account; cancellation stops future renewals and takes effect at the end of the paid period. Fixed-term engagements run for the term stated in your Order.

We may suspend or terminate your access, without refund, if you: breach these Terms or the EULA; fail to pay; abuse, threaten, or harass our team, our other clients, or our community members; share or resell Materials in breach of the EULA; use the Services or Materials unlawfully; or initiate a payment dispute in breach of Section 8 of the Return and Refund Policy.

7. Confidentiality

Each party will keep the other's non-public business information confidential, use it only to perform or receive the Services, and protect it with at least reasonable care. This does not apply to information that is public through no fault of the receiving party, was already lawfully known, is independently developed, or must be disclosed by law. This obligation survives termination for three years.

8. Intellectual property

We own all Materials, our methods, frameworks, and everything we develop generally in the course of our business, including improvements developed while working with you. You receive the licence described in the EULA and nothing more. You own your own brand assets, customer data, accounts, and the specific deliverables

produced for you and paid for in full, subject to our retained rights in the underlying Materials and methods used to produce them.

You grant us a limited licence to use your name, logo, and non-confidential results in our marketing, portfolio, and case studies. You may withdraw this by writing to us, and we will stop new uses within 30 days; we are not required to recall materials already published or distributed.

9. No guarantee of results, and no professional advice

We are a marketing and business-services provider. We are not your lawyer, accountant, tax adviser, financial adviser, broker, or investment adviser, and nothing we provide is legal, tax, accounting, financial, investment, or trading advice. Business results depend on your market, your offer, your pricing, your delivery, your team, your spend, your execution, and conditions outside anyone's control. Except for a Guarantee written into a signed Guarantee Addendum, we make no representation or warranty about revenue, profit, growth, ranking, reach, cost per acquisition, return on ad spend, or any other outcome. Testimonials and case studies are individual results and are not typical, average, or promised.

10. Third-party platforms

The Services depend on platforms we do not control, including Meta, Google, YouTube, Discord, Whop, Stripe, and CRM and analytics providers. Their policies, pricing, availability, algorithms, enforcement decisions, and account actions are their own. We are not responsible for any account restriction, ban, rejection, disapproval, outage, pricing change, policy change, or data loss caused by a third-party platform, and no such event is a breach of these Terms by us. You remain responsible for complying with each platform's policies, including all advertising, claims, and disclosure rules that apply to your business.

11. Warranties and disclaimers

We warrant that we will perform the Services with reasonable skill and care by suitably capable personnel. Other than that warranty and any Guarantee in a signed Guarantee Addendum, everything we provide is supplied "as is" and "as available", and we disclaim all other warranties to the fullest extent permitted by law, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

12. Limitation of liability

To the fullest extent permitted by law:

- Neither party is liable for indirect, incidental, special, consequential, punitive, or exemplary damages, or for lost profits, lost revenue, lost data, lost goodwill, or business interruption, even if advised of the possibility.
- Our total aggregate liability arising out of or relating to these Terms, the Services, or the Materials will not exceed the total fees you actually paid us in the twelve months immediately before the event giving rise to the claim.
- Where a Guarantee applies, the remedy stated in the Guarantee Addendum is your sole and exclusive remedy for failure to meet that Guarantee.

Nothing in this section limits liability that cannot be limited by law, including for fraud, fraudulent misrepresentation, or death or personal injury caused by negligence.

13. Indemnity

You will defend, indemnify, and hold harmless BusinessGrowR LLC and its owners, officers, employees, and contractors from any third-party claim, loss, liability, fine, penalty, or expense arising from: your business, offers, products, or claims; content, data, or assets you supply; your breach of these Terms or the EULA; your breach of any platform policy or applicable law; or your treatment of your own customers.

14. Governing law and dispute resolution

These Terms are governed by the laws of the State of Wyoming, United States, without regard to conflict-of-law rules. Before filing any claim, the parties will attempt to resolve the dispute in good faith for 30 days after written notice. Any unresolved dispute will be brought exclusively in the state or federal courts located in Wyoming, and both parties consent to that jurisdiction and venue. Each party waives any right to a jury trial and to participate in any class, collective, or representative action. Either party may seek injunctive relief in any competent court to protect confidential information or intellectual property.

15. General

These Terms, your Order, and any signed service agreement, Guarantee Addendum, and the EULA and Privacy Policy form the entire agreement between us and supersede all prior discussions and proposals. We may update these Terms by posting an updated version; changes apply to purchases and renewals made after the effective date, and never retroactively reduce a Guarantee already in force. If any provision is unenforceable, the rest stands. Neither party may assign this agreement without the other's consent, except that we may assign it in connection with a merger, acquisition, or sale of assets. We are independent contractors; nothing here creates a partnership, joint venture, employment, or agency relationship. Neither party is liable for failure to perform caused by events outside its reasonable control. Notices to us go to the address and email at the top of this document.