

CASH FLOW CONTENT

TERMS AND CONDITIONS AGREEMENT

ALL SALES ARE FINAL. THERE ARE NO REFUNDS.

By clicking "Buy Now," "Complete Order," or any other purchase button, entering your payment information, or otherwise rendering payment (in full or in part) for Cash Flow Content ("the PROGRAM"), you ("CLIENT") agree to be provided with products, programs, or services by Growth Engine Enterprises, LTD. (AKA "Cash Flow Content" or "COMPANY"), and you are executing a legally binding agreement with COMPANY subject to the following terms.

1. INTRODUCTION AND ACCEPTANCE

This is an Agreement between Growth Engine Enterprises, LTD. AKA Cash Flow Content ("COMPANY") and you ("CLIENT") for access to an online business education program. COMPANY provides business owners and coaches with education and guidance on content creation, audience growth, and converting audience into revenue.

CLIENT acknowledges all policies contained in this document and expresses assent to these terms in their entirety by rendering payment.

2. TERM

The TERM of this Agreement is twelve (12) months from the date of first payment.

At the end of the TERM, COMPANY may offer CLIENT the option to extend access for an additional twelve (12) months, governed by these same terms.

3. WHAT'S INCLUDED

The PROGRAM includes:

- Twelve (12) months' access to COMPANY's pre-recorded course materials, including The Content Engine, The Reel Lab, The Profile Conversion System, The Three-Type Calendar, and The Media Team Build;
- Twelve (12) months' access to the private student community, hosted on a third-party platform;
- Any bonuses described on the sales page at the time of purchase. Bonuses are limited to those described at time of purchase. There is no guarantee of access to future bonuses or discounts.

COMPANY may update, replace, or reorganize PROGRAM materials at its sole discretion.

4. DISCLAIMERS

A. Educational purposes only. The PROGRAM is educational. COMPANY is not CLIENT's employee, manager, lawyer, accountant, financial advisor, marketing agency, business partner, or agent. COMPANY does not procure clients for CLIENT, perform business management or marketing services for CLIENT, or provide legal, tax, medical, or financial advice.

B. No guarantees. COMPANY makes no guarantee whatsoever regarding results, income, outcome, or success. CLIENT is solely responsible for the amount and type of income, progress, or results CLIENT achieves. Any figures, case studies, or examples referenced by COMPANY represent past results of specific individuals and are not a promise of CLIENT's results.

C. Subjective services. Teaching methods, style, and technique are inherently subjective and may change. COMPANY uses its sole discretion and judgment in delivering the PROGRAM, even where its methods do not follow CLIENT's suggestions.

D. Assumption of risk. CLIENT accepts all risks, foreseeable or unforeseeable, arising from participation in the PROGRAM. This includes any decision CLIENT makes based on PROGRAM material, such as decisions to leave a job, invest money, start or restructure a business, hire staff, or spend on advertising. CLIENT agrees to indemnify and hold COMPANY harmless from any claims arising from CLIENT's participation. Use of the PROGRAM is at CLIENT's own risk.

E. No one-on-one access. This is a self-paced program with group community support. It is not a one-on-one coaching program and does not include individual consulting, done-for-you services, or guaranteed personal review of CLIENT's work.

F. Third-party platforms. The PROGRAM may rely on third-party platforms including social media networks, community hosts, and payment processors. COMPANY is not responsible for the availability, policies, or actions of any third-party platform, including account restrictions, bans, or algorithm changes affecting CLIENT.

5. NO REFUNDS

ALL SALES ARE FINAL. THERE ARE NO REFUNDS UNDER ANY CIRCUMSTANCES, FOR ANY REASON, AT ANY TIME.

CLIENT acknowledges and agrees that:

- The PROGRAM consists entirely of proprietary digital intellectual property. Access is granted immediately upon purchase.
- The moment CLIENT logs in, accesses, views, downloads, or is granted credentials to any portion of the PROGRAM, COMPANY has fully and irrevocably delivered the product. The value transferred cannot be returned, revoked, or un-learned.

- No refund, partial refund, credit, or chargeback is available. This includes but is not limited to: dissatisfaction with content, teaching style, or delivery; failure to achieve results; failure to complete or use the PROGRAM; change of mind; change in CLIENT's financial circumstances; change in CLIENT's business direction; inability to attend live sessions or participate in the community; loss of access to a social media account; or any other reason whatsoever.
- CLIENT is responsible for conducting their own due diligence before purchasing. It is CLIENT's responsibility to review the sales page and these terms before buying.

CLIENT'S PAYMENT OBLIGATION IS ABSOLUTE. If CLIENT purchased on a payment plan, CLIENT owes the full purchase price regardless of whether CLIENT continues to use, access, or participate in the PROGRAM. Cancellation of access does not cancel CLIENT's payment obligation. There is no option to cancel a payment plan, pause payments, or reduce the balance owed.

To the maximum extent permitted by applicable law, CLIENT waives any right to a refund, cancellation, or cooling-off period.

6. PAYMENT AND FEES

A. Program fee. Upon execution of this Agreement, CLIENT agrees to pay COMPANY the full amount for the PROGRAM, regardless of the downpayment amount, payment option, or payment plan selected at checkout. The total fee is communicated to CLIENT prior to purchase.

B. Authorization. CLIENT authorizes COMPANY to charge the card or account used for the first payment for all subsequent payments. No separate authorization is required for each payment.

C. Failed payments. If any payment fails, CLIENT must remedy it immediately, within five (5) business days, by updating payment information or making all past-due payments. Otherwise CLIENT forfeits access to the PROGRAM and COMPANY may terminate this Agreement with no money returned. All outstanding payments remain due and owing. COMPANY may also block CLIENT from any and all future offers.

D. Chargebacks. CLIENT shall not threaten or initiate any chargeback, dispute, or payment reversal, and shall not cancel the card provided as security, without COMPANY's prior written consent. In the event of a chargeback, COMPANY reserves the right to contest the dispute with a copy of this Agreement and CLIENT's login records as evidence of delivery, report the account as delinquent to credit reporting agencies, and pursue collection of the full balance plus costs.

E. Collections. COMPANY reserves the right to collect all monies owed by any means permitted by law. CLIENT shall pay all costs of recovery, including collections fees, late fees, interest, administrative fees, and attorneys' fees.

F. Late fees. All payments must be received within five (5) business days of the due date. Payments not received within that window constitute a breach of this Agreement and may result in termination of access with no refund and with all future payments immediately due and owing.

G. Currency. COMPANY is not responsible for foreign transaction fees or currency exchange rates.

7. CLIENT'S RESPONSIBILITIES

CLIENT accepts and agrees that **CLIENT is 100% responsible for their own results.** There is no guarantee CLIENT will attain their goals by completing the PROGRAM.

CLIENT can optimize their results by completing all PROGRAM material, implementing the assigned work, participating in the community, and taking full ownership of their outcomes.

8. INTELLECTUAL PROPERTY AND LIMITED LICENSE

A. Ownership. The PROGRAM and all associated content are the intellectual property of COMPANY or its licensors. This includes methods, systems, frameworks, workshops, videos, audio, downloadable materials, templates, scripts, swipe files, trademarks, logos, design, and written copy ("INTELLECTUAL PROPERTY").

B. Limited license. COMPANY grants CLIENT a limited, personal, non-exclusive, non-transferable license to use the PROGRAM for CLIENT's own personal and internal business use during the TERM. Any materials CLIENT downloads are for CLIENT's own use only.

C. Restrictions. CLIENT shall not copy, publish, transmit, transfer, sell, resell, share, create derivative works from, reproduce, or otherwise exploit any INTELLECTUAL PROPERTY, in whole or in part, without prior written consent. CLIENT shall not share login credentials or grant access to any third party.

D. Competing use. If CLIENT is a business owner in a similar industry, CLIENT shall not teach COMPANY's information, methods, frameworks, or formulae to CLIENT's own clients and pass it off as their own, and shall not copy COMPANY's course material or free content for CLIENT's commercial use.

E. Prohibited resale and distribution. CLIENT expressly acknowledges that the PROGRAM is COMPANY's core commercial asset and that unauthorized use causes direct and quantifiable harm to COMPANY's business. CLIENT shall not, under any circumstances:

- Download, screen-record, screenshot, transcribe, or otherwise capture PROGRAM material for the purpose of redistribution;

- Sell, resell, license, sublicense, rent, trade, or barter any PROGRAM material, in whole or in part, in original or modified form;
- Repackage, rebrand, rename, translate, paraphrase, or incorporate PROGRAM material into CLIENT's own paid or free offer, course, coaching program, membership, mastermind, template pack, swipe file, or lead magnet;
- Upload PROGRAM material to any file-sharing service, cloud drive, torrent, forum, group, Telegram or Discord channel, marketplace, or resale platform;
- Share, sell, or transfer login credentials, or permit any third party to access the PROGRAM through CLIENT's account.

F. Liability and remedies. Any violation of this section is a material breach of this Agreement and an infringement of COMPANY's intellectual property rights. **CLIENT shall be liable to the fullest extent of the law.**

COMPANY reserves every remedy available to it, and CLIENT agrees that COMPANY may pursue any or all of the following, cumulatively and not in the alternative:

- Immediate termination of CLIENT's access with no refund, and with all remaining payments immediately due and owing;
- Civil legal action for copyright and intellectual property infringement in any court of competent jurisdiction, in Canada or in CLIENT's own jurisdiction;
- Emergency and permanent injunctive relief to halt the infringing conduct, which CLIENT agrees may be sought without the posting of bond;
- Recovery of actual damages, statutory damages, and COMPANY's lost profits;
- Disgorgement of any and all revenue CLIENT earned, directly or indirectly, from the infringing use, which CLIENT agrees to hold in constructive trust for COMPANY;
- Recovery of all costs of enforcement, including investigation costs, court costs, arbitration fees, and full attorney's fees;
- Takedown notices to any platform, processor, host, or marketplace carrying the infringing material.

CLIENT acknowledges that monetary damages alone may be inadequate to remedy a breach of this section, and that COMPANY is therefore entitled to injunctive relief in addition to, and not in place of, damages. CLIENT further agrees to notify COMPANY immediately upon becoming aware of any unauthorized distribution of PROGRAM material by any party.

These obligations survive termination or expiration of this Agreement and continue indefinitely.

9. CONFIDENTIALITY

All information shared through the PROGRAM by COMPANY is confidential, proprietary, and belongs exclusively to COMPANY. This includes systems, sequences, processes, trade secrets, unreleased product and course concepts, marketing plans, financial information, and the contents of this Agreement.

This is a group PROGRAM. Other participants may have access to CLIENT's information shared inside the community. CLIENT agrees to keep other participants' information confidential and indemnifies and holds COMPANY harmless for any other participant's breach of this section.

10. TESTIMONIALS AND MEDIA RELEASE

COMPANY protects CLIENT's personal information and will not disclose private communications outside the scope described here.

COMPANY may use general statements about CLIENT's success as social proof. By entering this Agreement, CLIENT consents to COMPANY sharing CLIENT's success stories, including screenshots of conversations, on social media and in paid advertising. COMPANY may request video, audio, or written testimonials. CLIENT authorizes COMPANY to use CLIENT's name, likeness, and image on COMPANY's social accounts, websites, and advertisements, and releases all rights to compensation or royalties for such use.

Live calls and community sessions may be recorded. By participating, CLIENT consents to being recorded and to COMPANY's use of that recording as course material or marketing.

11. COMMUNITY GUIDELINES

Participants agree to be supportive and professional. Bullying, harassment, discrimination, spam, poaching or soliciting other members, and abuse of any kind are met with a **zero tolerance policy**. COMPANY reserves the right to remove CLIENT from the community or the PROGRAM for breach of this section with no money back and with all remaining payments due and owing.

COMPANY is not liable for CLIENT's communications, relationships, transactions, or disputes with other students or third parties met through the PROGRAM.

12. TERMINATION

Dissatisfaction with COMPANY's teaching style, methods, judgment, community size, or delivery format is not a valid reason for termination of this Agreement or return of any monies. Even if CLIENT does not complete the PROGRAM, CLIENT remains responsible for all payments due and owing.

COMPANY may terminate this Agreement for cause at any time, including where CLIENT: fails to follow PROGRAM guidelines; is abusive toward COMPANY, its team, or other

students; fails to pay on schedule; breaches the intellectual property or confidentiality sections; or for any other legitimate business purpose. Termination for cause results in no refund, and CLIENT is not relieved of future payments due.

13. SUPPORT AND DISPUTES

Any issue with the PROGRAM, whether technical or substantive, must be raised through private channels rather than the student community. CLIENT shall email [SUPPORT EMAIL].

14. DATA PRIVACY

COMPANY collects and processes CLIENT's personal data as part of delivering the PROGRAM. By using the services, CLIENT consents to the collection, processing, and sharing of that data as described in these terms and COMPANY's Privacy Policy, and to transfer of data to third-party service providers as necessary to deliver the PROGRAM. COMPANY may disclose data to comply with legal obligations.

COMPANY implements reasonable security measures but cannot guarantee absolute security of internet transmission or electronic storage. CLIENT is responsible for safeguarding their own devices and credentials.

15. MISCELLANEOUS

A. Force Majeure. COMPANY is not liable for failure to perform due to acts of God, strikes, government restrictions, epidemics, pandemics, natural disasters, platform outages, or other causes reasonably beyond its control.

B. Amendments. COMPANY may amend this Agreement from time to time. Material amendments will be communicated to CLIENT.

C. Severability. If any portion of this Agreement is held unenforceable, that portion shall be construed in compliance with applicable law in the light most favorable to the original intent of the parties, and all remaining provisions remain in full force and effect.

D. Entire Agreement. This Agreement reflects the entire agreement between the parties and supersedes all prior negotiations, communications, or agreements, whether written, oral, or electronic.

E. Voluntary Agreement. THE PARTIES ACKNOWLEDGE THAT THEY HAVE ENTERED INTO THIS AGREEMENT VOLUNTARILY, WITHOUT COERCION, BASED UPON THEIR OWN JUDGMENT, AND NOT IN RELIANCE UPON ANY REPRESENTATIONS OR PROMISES OTHER THAN THOSE CONTAINED IN THIS AGREEMENT.

F. All Rights Reserved. All rights not expressly granted are reserved by COMPANY.

G. Governing Law. This Agreement is governed by the laws of [PROVINCE], Canada, and venue shall be a court or decision-maker of competent jurisdiction within [PROVINCE],

Canada.

H. Arbitration. Any dispute arising under this Agreement shall first be resolved through binding arbitration before a single arbitrator in [PROVINCE], Canada. The arbitrator's decision is final and binding. The parties waive their right to a jury trial and to participate in any class action.

Exception. Notwithstanding the above, COMPANY may bring an action for infringement of its intellectual property, breach of confidentiality, or injunctive relief directly in any court of competent jurisdiction, without first submitting to arbitration. CLIENT consents to jurisdiction in any such court.

I. Attorney's Fees. In any arbitration relating to this Agreement, the unsuccessful party shall pay the successful party's reasonable attorney's fees in addition to all other sums payable.

J. Execution. CLIENT accepts this Agreement in its entirety by selecting "I agree to the Terms & Conditions" at checkout and rendering first payment.

Last updated: [DATE]