

# TERMS OF SERVICE

**Ascendefy OÜ**

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Effective Date: **26 January 2026**

Jurisdiction: **Republic of Estonia**

Merchant of Record: **Whop Inc.**

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## 1. PREAMBLE AND CONTRACTUAL RELATIONSHIP

### 1.1 Parties

These Terms of Service (the "**Agreement**") constitute a legally binding contract between **Ascendefy OÜ**, a private limited company incorporated under the laws of the Republic of Estonia (the "**Company**," "**we**," or "**us**"), and the individual or legal entity purchasing, subscribing to, or accessing the Services (the "**User**," "**you**," or "**Subscriber**").

### 1.2 Acceptance and Legal Capacity

By clicking "I Agree," purchasing a subscription, or otherwise accessing the Services, you represent and warrant that you possess full legal capacity to enter into this Agreement. Where you enter into this Agreement on behalf of a legal entity, you further represent that you are duly authorized to bind such entity.

### 1.3 Merchant of Record

You expressly acknowledge that **Whop Inc.** ("Whop") acts as the authorized reseller and Merchant of Record. While Whop processes payments and manages billing infrastructure, the contractual relationship governing the provision of the Services exists solely between you and the Company.

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## 2. NATURE OF SERVICES AND USER CLASSIFICATION

### 2.1 Description of Services

The "**Services**" consist exclusively of access to digital educational content, informational resources, and community-based communication channels delivered through third-party platforms.

#### **Important Notice**

The Services are provided on an "**AS IS**" and "**AS AVAILABLE**" basis. The Company makes no guarantee of any specific outcome, result, financial return, business success, or level of interaction with Company personnel, unless expressly set forth in a separate written agreement executed by the Company.

## **2.2 Conformity of Digital Content**

Pursuant to Directive (EU) 2019/770, the Services shall be deemed in conformity with this Agreement upon the User being granted access to the relevant digital environment (including, without limitation, Discord and Whop). The User acknowledges that the perceived quality, usefulness, or economic value of the Content is inherently subjective and shall not constitute grounds for alleging non-conformity.

## **2.3 Business-to-Business (B2B) Presumption**

Given the nature of the Services—namely business education, entrepreneurship training, and financial strategy—the User is presumed to be acting in a professional or commercial capacity. To the fullest extent permitted by applicable law, consumer protection provisions intended solely for private individuals shall not apply.

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# **3. INTELLECTUAL PROPERTY AND LICENSE**

## **3.1 Ownership**

All right, title, and interest in and to the Services and associated content, including but not limited to source code, video materials, written content, methodologies, trademarks, and know-how (collectively, the "**Content**"), are and shall remain the exclusive property of the Company and are protected under the Estonian Copyright Act (*Autoriõiguse seadus*) and applicable international treaties.

## **3.2 Limited License**

Subject to continuous compliance with this Agreement, the Company grants you a limited, revocable, non-exclusive, non-transferable, and non-sublicensable license to access the Content strictly for your personal or internal business use. This license does not include any right to download, reproduce, record, distribute, publicly display, or otherwise exploit the Content unless such functionality is expressly provided by the Company.

## **3.3 Anti-Piracy and Confidentiality Obligations**

You agree to maintain the confidentiality of the Content and shall not, directly or indirectly:

- (a) Share account credentials or grant access to third parties;
  - (b) Scrape, copy, or "rip" the Content by technical or manual means;
  - (c) Upload, mirror, or redistribute the Content on third-party platforms, including but not limited to YouTube, Telegram, or file-sharing services.
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# **4. LIQUIDATED DAMAGES FOR PIRACY**

## **4.1 Acknowledgement of Irreparable Harm**

You acknowledge that unauthorized disclosure or distribution of the Content materially undermines the Company's business model and causes harm that is inherently difficult to quantify.

## 4.2 Liquidated Damages

In the event of a substantiated breach of Section 3.3, you agree to pay liquidated damages in the amount of **USD \$5,000.00 per violation**.

You expressly agree that this amount represents a reasonable and proportionate pre-estimate of the Company's anticipated damages, including investigative costs, lost revenue, and reputational harm, and is not intended as a penalty.

## 4.3 Injunctive Relief

The Company shall be entitled to seek immediate injunctive and equitable relief, without the necessity of posting a bond, in addition to any monetary remedies available at law.

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# 5. PAYMENT, RENEWAL, AND CANCELLATION

## 5.1 Automatic Renewal

All subscriptions renew automatically at the conclusion of each billing cycle unless cancelled in advance. You expressly waive any right to receive additional renewal notices and acknowledge that subscription management tools are available at all times via the Whop dashboard.

## 5.2 Cancellation

You may cancel your subscription at any time through Whop. Cancellation shall take effect at the end of the then-current billing period. **No prorated or partial refunds** shall be issued.

## 5.3 Chargeback Abuse

Initiating a chargeback without first utilizing the Whop Resolution Center constitutes a material breach of this Agreement. The Company reserves the right to contest such chargebacks using this Agreement as evidence and to permanently restrict the User from future access to the Services.

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# 6. STATUTORY RIGHT OF WITHDRAWAL (WAIVER)

## 6.1 Legal Basis

Pursuant to § 53(4) of the Estonian Law of Obligations Act and Article 16(m) of Directive 2011/83/EU, the statutory right of withdrawal does not apply to digital content once performance has commenced.

## 6.2 Express Consent and Acknowledgement

By accepting this Agreement and accessing the Content, you:

- (a) Provide express consent to the immediate delivery of digital content; and
- (b) Acknowledge that you thereby forfeit any statutory 14-day right of withdrawal.

### **6.3 Finality of Sales**

All sales are final. Claims based on subjective dissatisfaction, perceived lack of value, or change of mind are expressly excluded.

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## **7. DISCLAIMERS AND LIMITATION OF LIABILITY**

### **7.1 Earnings and Advisory Disclaimer**

The Company provides educational information only and does not offer financial, legal, or investment advice.

- (a) No guarantees of earnings or results are made;
- (b) All business activities involve risk, which you voluntarily assume;
- (c) Any income or performance figures referenced in marketing materials represent exceptional outcomes and do not constitute promises or guarantees.

### **7.2 Limitation of Liability**

To the maximum extent permitted by law, the Company's aggregate liability arising out of or relating to this Agreement shall not exceed the fees paid by the User during the six (6) months preceding the event giving rise to the claim.

### **7.3 Exclusion of Indirect Damages**

In no event shall the Company be liable for indirect, incidental, special, consequential, or punitive damages, including loss of profits, data, or goodwill.

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## **8. PLATFORM DEPENDENCE AND SERVICE AVAILABILITY**

### **8.1 Third-Party Platforms**

The Services are delivered via third-party platforms, including Discord and Whop. The Company shall not be liable for outages, suspensions, data loss, or service interruptions attributable to such platforms.

### **8.2 Platform Migration**

The Company reserves the right to migrate the Services to a functionally equivalent platform at its discretion. Such migration shall not constitute a material degradation of the Services, provided access to the educational content is preserved.

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## **9. USER CONDUCT AND TERMINATION**

### **9.1 Standards of Conduct**

The Company may immediately suspend or terminate access for conduct including, but not limited to:

- (a) Harassment, abuse, or intimidation;
- (b) Spamming, solicitation, or poaching of users;
- (c) Public disparagement or bad-faith attacks against the Company.

## **9.2 Effect of Termination**

Termination for cause results in immediate loss of access without refund of any unused subscription period.

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# **10. GOVERNING LAW AND DISPUTE RESOLUTION**

## **10.1 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Estonia.

## **10.2 Mandatory Pre-Dispute Resolution**

Prior to initiating legal proceedings, the parties agree to attempt informal resolution for a period of thirty (30) days by contacting the Company through the Whop Resolution Center.

## **10.3 Exclusive Venue**

Any unresolved dispute shall be submitted to the exclusive jurisdiction of the **Harju County Court (Harju Maakohus)** in Tallinn, Estonia. You irrevocably waive any objection based on forum non conveniens.

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# **11. ENTIRE AGREEMENT**

## **11.1 Integration Clause**

This Agreement, together with the Privacy Policy, constitutes the entire agreement between the parties regarding the subject matter hereof.

## **11.2 Exclusion of External Representations**

This Agreement supersedes all prior or contemporaneous communications, representations, or agreements, whether written or oral.

### **Critical Notice**

No statement, promise, inducement, or representation contained in any marketing material, sales page, social media content, or direct message that is not expressly set forth in this Agreement shall be binding on the Company. If it is not contained herein, it is not part of the agreement.