

APEX CORE LLC

1209 Mountain Road PL NE, Ste N, Albuquerque, NM 87110
cal@apexinitiative.co

Terms of Service

AI Affiliate Accelerator Program

Last Updated: March 21, 2026

1. Agreement to Terms

These Terms of Service (“**Terms**”) constitute a legally binding agreement between you (“**Client**,” “**you**,” or “**your**”) and Apex Core LLC (“**Company**,” “**we**,” “**us**,” or “**our**”), a New Mexico limited liability company located at 1209 Mountain Road PL NE, Ste N, Albuquerque, NM 87110. By checking the box at checkout and completing your purchase, you acknowledge that you have read, understood, and agree to be bound by these Terms, our Privacy Policy, Return Policy, and End User License Agreement (EULA), all of which are incorporated herein by reference.

If you do not agree to these Terms, do not complete your purchase or access the Program.

2. Program Description

The “**AI Affiliate Accelerator**” (the “**Program**”) is a digital training and coaching program operated by the Company. The Program is offered in multiple tiers, each as described at checkout. Regardless of tier selected, the following core components are included:

- **Component 1: AI Affiliate Accelerator Program.** Full access to the flagship digital training program detailing the complete system for building a faceless AI content business. Includes step-by-step modules covering AI character creation, voice generation, script writing, video production, and posting strategy. Includes unlimited access to all future updates.
- **Component 2: Inner Circle Mentorship.** Access to group coaching calls and webinars with active operators. Includes 24/7 coaching chat access for questions between calls. Call dates and times are scheduled by the Company in its sole discretion. All coaching calls will be recorded (pending technology error) for Client to view if unable to attend live. Client’s inability to attend one or more coaching calls live does not obligate the Company to provide a partial refund, replacement calls, or services.
- **Component 3: Roundtable Community.** Access to the private Apex Discord community where the Client can connect with other AI content creators.
- **Component 4: Golden Stamp of Approval.** The ability to submit brand partnerships, product picks, and AI characters to the Company’s coaching team for review and verification.

- **Component 5: Higgsfield Access.** Ninety (90) days of free access to Apex’s Higgsfield equivalent for AI character generation. After the initial 90-day period, the Client is responsible for their own subscription costs.
- **Component 6: Ask Apex AI.** Access to the Company’s proprietary AI mentor tool, trained on the Apex system, providing personalized answers to Client questions.

2.1 Brand Retainer Tier — Additional Terms

If the Client enrolls in the Brand Retainer Tier (\$1,995 total enrollment, consisting of \$995 for the base Program and \$995 for the Brand Retainer add-on), the following additional terms apply:

2.1.1 Brand Retainer Guarantee

The Company guarantees that the Client will receive a brand retainer of at least \$150 per month, provided the Client meets the eligibility requirements set forth below. This guarantee is valid for a period of twelve (12) months from the date of purchase (the “Brand Retainer Period”).

2.1.2 Eligibility Requirements

To qualify for a brand retainer payment in any given month, the Client must satisfy all of the following:

- **Follow the Company’s Frameworks.** The Client must create and post content using the specific frameworks, methods, and strategies provided by the Company within the Program.
- **Meet the Posting Frequency.** The Client must post content at the frequency directed by the Company’s coaching team (typically one (1) video per day, though this may be adjusted by the coaching team at its discretion).
- **Post for 30 Consecutive Days.** The Client must post content in compliance with the above requirements for thirty (30) consecutive days. The \$150 brand retainer for that month is paid after the 30-day posting period is completed and verified by the Company.

2.1.3 Ongoing Eligibility and Renewal

After qualifying for the initial brand retainer payment, the Client may continue to earn \$150 per month for each subsequent 30-day consecutive posting period within the Brand Retainer Period, provided the Client continues to follow the Company’s frameworks and maintain the required posting frequency. If the Client ceases to follow the Company’s frameworks and/or fails to maintain consecutive daily posting, the Client loses eligibility for the brand retainer until they re-qualify.

2.1.4 Re-Qualification

At any point during the Brand Retainer Period, the Client may re-qualify for the brand retainer by posting consecutively for thirty (30) days in compliance with the Company’s frameworks and posting frequency requirements. There is no limit to the number of times the Client may re-qualify during the Brand Retainer Period.

2.1.5 Maximum Earning Potential

A Client who posts every day using the Company's frameworks for the full Brand Retainer Period could earn up to \$150 per month for twelve (12) consecutive months (\$1,800 total). The Company makes no representation that the Client will achieve this maximum or any particular amount.

2.1.6 Brand Retainer Add-On Is Non-Refundable

The \$995 Brand Retainer add-on fee is non-refundable under all circumstances, including under the Profit Guarantee described in the Return Policy. The Profit Guarantee applies only to the base Program enrollment fee of \$995. See the Return Policy for full details.

2.2 Client Expectations

The Company expects the Client to utilize the resources provided, commit a minimum of 45 minutes to 1 hour per day of focused effort, and follow the system as outlined in the training. Most importantly, the Company expects the Client to be resilient, not give up when challenges arise, and communicate with the coaching team throughout participation in the Program.

3. Payment Terms

3.1 Enrollment Fees

The Client agrees to pay the enrollment fee corresponding to the tier selected at checkout. All fees are in United States Dollars (USD). The enrollment fee includes all core components listed in Section 2 above, plus any tier-specific benefits described at checkout.

3.2 Automatic Payment Authorization

If the Client selects a payment plan option offered through the Company's checkout, the Client authorizes automatic charges for subsequent payments using the same payment method as the initial payment. Failure of automatic payment will result in temporary suspension of Program access. Permanent access revocation and cessation of all services will occur if payments cannot be collected, unless the account is brought current.

3.3 Third-Party Financing

Any financing, loan, Buy Now Pay Later ("BNPL"), or credit arrangement entered into with a third-party provider (including but not limited to Affirm, Klarna, Splitit, or any credit card) is solely the Client's responsibility. The Company is not a party to any such agreement and has no control over or obligations related to the terms or enforcement of those third-party arrangements. The Client remains fully responsible for fulfilling their obligations to the third-party provider regardless of their progress or completion of the Program. Under no circumstances may the Client use a credit card chargeback or dispute with a third party to avoid payment obligations. The Company is not responsible for any fees associated with the origination, maintenance, modification, or cancellation of any BNPL or financing services.

3.4 Payment Processing

Charges may appear under the name Apex Core LLC or the Company's payment processing partners. Payments made via credit/debit card or BNPL services may incur an additional processing fee depending on the card used and the payment processor's rates.

4. Profit Guarantee and Refund Policy

THERE ARE NO REFUNDS UNDER ANY CIRCUMSTANCE OUTSIDE OF FULFILLING ALL OF THE REQUIREMENTS OF THE PROFIT GUARANTEE OUTLINED BELOW. Because the Program provides immediate access to digital content, coaching, and community resources upon enrollment, all sales are final. If the Client is not agreeable to this policy, the Client should not complete their purchase.

The Company offers a Profit Guarantee for Program Clients. If a Client meets all of the following requirements within twelve (12) months of the date of purchase (the "Purchase Date") and is still not satisfied with the Program, the Company will issue a full refund of the amount paid by the Client plus an additional \$500 deposited to the Client. To qualify for this guarantee, the Client must meet each of the following requirements:

- **i)** Set up an account on TikTok, Instagram, and Facebook using the methods taught in the Program.
- **ii)** Post a minimum of 100 videos to each platform using the system and strategies taught in the Program.
- **iii)** Close at least one (1) brand partnership using the methods taught in the Program.
- **iv)** Implement feedback provided by the coaching team on character creation, content, and brand selection.
- **v)** Provide the Company with access to review the Client's posting accounts, content, and brand partnerships to verify compliance with the above criteria.
- **vi)** Sign a written statement confirming they do not feel they have received fair value from the Program.

The request to utilize this Profit Guarantee must be submitted within twelve (12) months from the Purchase Date. After 12 months, the Client will not be eligible for any refund. This Profit Guarantee applies only to monies paid by the Client to the Company and does not include any discounts, unpaid balances, third-party tool costs, or advertising/promotional costs paid to any third party.

All criteria for meeting the Profit Guarantee must be provided to the Company via email at cal@apexinitiative.co within twelve (12) months from the Purchase Date. If the Client has not completed the actions stated above within the 12-month timeframe, the refund request will not be considered.

5. Bonuses

In addition to the core Program components, the Client may receive the following bonuses at no additional cost, subject to availability at the time of enrollment:

- **Golden Rebate:** \$500 cash back upon the Client's first \$1,000 in commissions, subject to visibly tagging @calkrammer and @apexclub on social media.
- **Top Performing AI Videos Library:** Curated collection of highest-performing AI-generated videos and scripts.
- **Top Brands to Sell For List:** Pre-vetted list of highest-commission brands on TikTok Shop and Amazon.
- **AI Influencer Studio:** Complete system for building AI influencers with 800+ prompts.
- **Project HYPER REAL:** Training on creating ultra-realistic AI content.
- **The Hidden Highway:** Multi-platform content deployment training.
- **Golden Parachute:** Introduction call with tax professionals.
- **3rd Eye Opener:** Direct marketing training for content creators.
- **Extra Membership:** One additional Program membership to share with a partner, friend, or family member.
- **AI Prompt Library with Ongoing Updates:** Complete library of all prompts used in the Apex system, updated as the system evolves.

Bonuses are provided as-is and may be modified, updated, or replaced at the Company's discretion. The Company reserves the right to substitute bonuses of equal or greater value.

6. Confidentiality

These Terms constitute a mutual non-disclosure agreement. Both Client and Company agree not to disclose, reveal, or make use of any confidential information learned by either party during discussions, calls, emails, community interactions, or otherwise. Such "Confidential Information" includes, but is not limited to, coaching strategies, proprietary prompts, character creation systems, brand relationships, AI tool configurations, scripting frameworks, exercises, or other methodologies the Client learns as a result of working with the Company, information contained in documents or any other original work created by the Company, and any and all other intellectual property.

The Client also understands that due to the group nature of the Program, they may obtain access to confidential or proprietary information belonging to other Clients within the community. The Client agrees they will not disclose, steal, use, distribute, copy, or otherwise share any proprietary or confidential information belonging to another Client. The Client will hold the Company harmless from any third-party action taken against the Client for such infringement or disclosure.

7. Intellectual Property

The Client agrees and understands that the Company has created numerous original, creative works in connection with the Program, and agrees that the Company maintains all copyrights and other intellectual property rights in all original or derivative content associated with or included in the Program. The Client is granted a limited, revocable, non-transferable license to use selected materials in the course of their own business, but ownership rights remain with the Company. Nothing in these Terms shall constitute a transfer of ownership of any Intellectual Property.

The Client agrees they will not copy, repost, alter, publish, sell, assist others in selling, manipulate, distribute, or in any way exploit any of the content or intellectual property provided within the Program without the Company's express written consent. If such behavior is discovered or suspected, the Company reserves the right to immediately end the Client's participation in the Program without refund.

8. Client Content License

The Client acknowledges that, in connection with the Program, the Client may create, produce, or develop content including but not limited to videos, images, AI-generated characters, scripts, social media posts, brand promotions, testimonials, and any other materials (collectively, "**Client Content**"). The Client hereby grants to the Company a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully sublicensable and transferable license to use, reproduce, modify, adapt, edit, create derivative works from, distribute, publicly display, publicly perform, broadcast, transmit, and otherwise exploit any and all Client Content, in whole or in part, in any format, media, or channel now known or hereafter developed, for any business, promotional, commercial, advertising, marketing, educational, or operational purpose, without further notice, attribution, or compensation to the Client.

This license applies to all Client Content created using the methods, tools, strategies, or systems taught in the Program, as well as any Client Content shared, posted, submitted, or otherwise made available within the Company's platforms, community channels, coaching calls, or any communications with the Company or its representatives. The Client waives any right to inspect or approve any use of Client Content and releases the Company from any claims related to such use, including but not limited to claims of invasion of privacy, defamation, right of publicity, or copyright infringement.

This license shall survive the termination or expiration of these Terms and shall extend to the Company's affiliates, successors, assigns, and authorized partners.

9. Disclosure Regarding Expected Results

Purchasing the Program does not guarantee any income. The Company will share methods that have worked for past Clients, but results are not promised and vary by individual. Clients could perform much better than testimonials, the same, or much worse. The Client's success depends on factors such as work ethic, business acumen, general market conditions, dedication, and

other factors specific to the Client. Any examples and case studies the Client may have seen are real examples but results vary significantly from person to person.

Earnings and income representations made by Cal Kramer, Apex Core LLC, and their advertisers/sponsors are aspirational statements only of earnings potential. The success of Cal Kramer, testimonials, and other examples used are exceptional, non-typical results and are not intended to be and are not a guarantee that the Client or others will achieve the same results. Individual results will always vary and depend entirely on the individual's capacity, work ethic, business skills, experience, level of motivation, diligence in applying the Program, the economy, the normal and unforeseen risks of doing business, and other factors.

The Company does not offer any legal, tax, or financial advice. The Client acknowledges that they are responsible for their own actions and hereby releases and holds harmless the Company and any of its staff, employees, officers, or agents from liability. The Client will consult with a tax professional about any potential write-offs or deductions related to their purchase of the Program.

10. Additional Investment Requirements

The Client acknowledges and agrees that achieving success in the Program requires additional investments beyond the Program costs. The Client should allocate a minimum of approximately \$50 to \$100 per month for AI tool subscriptions (Higgsfield, HeyGen, 11Labs, CapCut, etc.) after the initial 90-day Higgsfield access expires. The Company provides guidance on these tools but cannot guarantee specific costs or results. The Client is solely responsible for managing and funding these additional investments.

11. Liability and Indemnification

The Client agrees to indemnify, defend, and hold the Company and its agents, affiliates, team members, coaches, and any associated parties harmless from and against any and all liability and expenses in connection with claims for damages of any nature arising from the Program. Any decision the Client makes for their business is solely theirs, and the Client is responsible for all actions and outcomes of those actions. The Client will not hold the Company or its agents liable for any monetary business losses.

12. Non-Solicitation

The Client agrees not to solicit other Company Clients to offer additional products and/or services. Such action will constitute a breach of these Terms which will result in the immediate termination of services. The Company is not responsible for returning any consideration paid for services canceled for breaching this provision.

13. Use of Success Stories for Promotional Purposes

The Client agrees and acknowledges that the Company may use the Client's successes, including but not limited to testimonials, results, case studies, and any other related achievements, for marketing, advertising, and promotional purposes. Such use may include social media posts, advertisements, website content, email campaigns, and other marketing materials.

The Client grants the Company a non-exclusive, royalty-free, perpetual, worldwide license to use this information for the purposes described herein. If the Client wishes to remain anonymous or restrict the use of specific details, the Client must notify the Company in writing via email at cal@apexinitiative.co prior to such use.

14. Communication

The Client agrees to receive occasional account-related communications via email and SMS from the Company. By providing your phone number and email address at checkout, you consent to receiving transactional, promotional, and coaching-related messages. You may opt out of promotional messages at any time by following the unsubscribe instructions provided in such messages, but transactional messages related to your account and enrollment are required and cannot be opted out of.

15. Electronic Recordkeeping

The Client acknowledges and agrees that these Terms and any related agreements may be stored in an electronic recordkeeping system in the regular course of business and that a printed copy of the imaged document may be used and introduced in any arbitration, litigation, or other proceeding, and shall have the same force and effect as the original.

16. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of the State of New Mexico, United States of America, without regard to its conflict of law provisions.

Any disputes arising from or related to these Terms shall first be resolved through good-faith mediation. If mediation is unsuccessful within thirty (30) days, disputes will be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall take place in Bernalillo County, New Mexico, and the decision of the arbitrator(s) shall be final and binding. The Client waives their right to trial by court or jury. The Client also waives their right to bring or participate in a class action against the Company or its parent, affiliated companies, subsidiaries, agents, officers, and/or principals.

17. Severability

If any provision of these Terms shall be held unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remaining provisions of these Terms shall otherwise remain in full force and effect.

18. Entire Agreement

These Terms, together with the Privacy Policy, Return Policy, and EULA, embody the entire agreement and understanding between the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, whether written or verbal. Any modifications must be made in writing and agreed upon by both parties.

19. Acknowledgments

BY CHECKING THE BOX AT CHECKOUT AND COMPLETING YOUR PURCHASE, YOU CONFIRM THAT:

- You are over the age of eighteen (18) years.
- You have read these Terms of Service in their entirety.
- You have read and agree to the Privacy Policy, Return Policy, and EULA.
- You understand that the Company does not and cannot guarantee any earnings or income.
- No promise of any earnings has been made or implied.
- You have read the Profit Guarantee and Refund Policy in Section 4 above and the Return Policy, and understand that refunds will only be provided if you meet all criteria outlined therein.
- You acknowledge that you may lose some or all of your investment.
- You understand all associated costs and risks.

IF YOU DO NOT FULLY UNDERSTAND OR ACCEPT THESE TERMS AND RISKS, DO NOT COMPLETE YOUR PURCHASE.

— *End of Terms of Service* —