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# Profit Lounge: Acceptable Use Policy

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This **Acceptable Use Policy** is enacted as of **April 2, 2023**.

This "**Acceptable Use Policy**" (*AUP*), is intended to describe the designated use-cases approved and condoned for the Profit Lounge, and all servers directly owned or operated by Profit Lounge, LLC. Unauthorized usage of the server, the files shared in the server, the information in the server, account sharing, or otherwise violating this Acceptable Use Policy is immediate grounds for termination of your license key or fees described in this AuP.

March 31, 2023

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# 1 Executive Statement

## 1.1 This Document

This Acceptable Use Policy (may be referred to as the "Policy" or "AuP") sets forth intended use-cases which are approved and condoned for projects and resources owned by Profit Lounge, LLC. These projects and resources include, but are not limited to: the Discord server<sup>1</sup>, Whop dashboard<sup>2</sup>, exclusive content, methodologies, leads to profitable purchasable items, and all Profit Lounge owned and operated servers or projects. If you do not agree to this policy, you are disallowed from continuing to use the service, and irrevocably forfeit your right to your membership and license key.

## 1.2 Definitions

This AuP will use terminology popular in the internet space related around reselling, lead-based servers, and networks which are equivalent to the Profit Lounge. This section will attempt to provide a reasonable and articulable definition to terms used in this document.

The following words and descriptions are common terms used, and how this document uses them:

1. **Profit Lounge** - *Profit Lounge* is the name of the registered Limited Liability Company and the primary Discord server (excluding times of holidays, limited time name changes, or other events). The primary server can be joined via the **Whop dashboard**.
2. **Cook Group** - *cook groups* are online communities of people who buy and resell limited edition and high-demand products. *Cook groups* have evolved in recent years to include price error-ed products by using automation to find pricing differences. Profit Lounge would qualify as a "cook group" under this definition.
3. **Member** - A *member* of Profit Lounge is considered a user in the main "Profit Lounge" Discord server who is a paying user, grandfathered user, staff member, or otherwise in the server for any reason.
4. **Leak/Leaker** - *Leaking* occurs when a member of the Profit Lounge provides content from the server (behind the paywall) to any person, server, or bounty program that is non-paying. Deals are intended for personal or self-operated business use only.
5. **Mirroring** - *Mirroring* is defined as relaying deals, channels, and other information in real-time or through automated means to another location such as a website, twitter, discord server, etc.

Any questions about the definitions found in this section, or inquiries for clarification should be directed to our support team at: [support@profitlounge.us](mailto:support@profitlounge.us), or visit the Discord server and make a support ticket.

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<sup>1</sup>Discord - VoIP and Instant Messaging platform. <https://discord.com>

<sup>2</sup>Whop - Digital product platform. <https://whop.com>

## 2 Authorized Usage

The Profit Lounge is intended for personal deals, side hustles, reselling, and small local businesses alike to gain a foothold in a country dominated by mega-corporations. This section outlines blanket authorized use cases for the Profit Lounge. It is noteworthy that not all authorized use cases are defined in this section, reasonable actions related to fair use of the Profit Lounge should be deemed as accepted use.

### 2.1 Acceptable Use Modals

**User:** *"I want to get discounts on everyday products, electronics, and be notified on errors on popular items I may want for my household."*

- Profit Lounge is intended for personal usage of the content, resources, and information that gets posted, this is a primary example of how we hope PL can benefit our members.
- Profit Lounge will post a variety of deals both for our users with a reseller/business mindset, and the every-day person trying to obtain a discount on goods.

**User:** *"I want to buy items on discount for my family or close friends, and sell them the items at the same price I paid."*

- Profit Lounge encourages you share the wealth that you gain from our network with the people close to you, deals you directly obtain you can decide how you handle.
- Profit Lounge posts deals for families, babies, home security systems, and a large variety of goods that you can sell at-cost to people you know.
- We do not control your selling price to your friends or family, nor have any restrictions of such.

**User:** *"I am purchasing items for a local shelter or charity I found via Profit Lounge."*

- Profit Lounge features occasional charity-oriented events such as our "helping hands" challenge where we encourage you to do just this!
- As long as you are directly making purchases for items, then donating them, you have our overwhelming approval and gratitude for your contribution to your local area.

**User:** *"I am buying items in bulk for resale."*

- Profit Lounge is designed as a Cook Group for buying items that are hard to obtain, items in bulk for resale, and everything in between! As long as your purchases are of reasonable quantity and follow this AuP – max your credit cards!

**User:** *"I run a small business in my town and my friends are helping."*

- As long as you providing information to your friends helping does not extend a ~50 mile radius to your area of operation, and the products sourced are for **your usage**, we have no issues with you relaying information. Otherwise, this would fall under "leaking" and those friends need their own membership!

## 3 Disallowed Use

While we have a range of Acceptable Use Modals to take into consideration, there are use cases which are against this AuP and can incur membership termination or subject you to immediate fees. This section outlines the disallowed use of the Profit Lounge, and in Section 4, titled "Fees for Abuse", we outline the cost of fees that may be invoked at the discretion of members of Ownership of the Profit Lounge.

### 3.1 Generalized Unauthorized Use

By being a member of the Profit Lounge, having an active subscription, or participating in the network you irrevocably agree to the AuP or immediately terminate your membership. Any violation of the Generalized Unauthorized Use clause is grounds for immediate termination of your license key and removal from membership.

This generalized guidance **disallows all of the following**, including but not limited to:

- Using the Profit Lounge to conduct or condone illegal or unauthorized purposes.
- Using the Profit Lounge to transmit content that is abusive, hateful, harassing, defamatory, libelous, threatening, or otherwise objectionable.
- Using the Profit Lounge to transmit content which infringes on copyrights, trademarks, trade secrets, or other intellectual property rights.
- Using the Profit Lounge to initiate spam, phishing, or other unsolicited CAN-SPAM Act protected activities.
- Using the Profit Lounge to transmit computer or mobile viruses or adversarial technologies that may be deemed as harmful or malicious towards Profit Lounge or another user.
- Using the Profit Lounge and any of its' resources to interfere or disrupt with the services or content provided.
- Using the Profit Lounge in any attempt to gain unauthorized access to any accounts, servers, networks, or digital artifacts.
- Leaking content from the Profit Lounge to single parties or in group chats, instant messaging, or via one-to-one platforms.
- Impersonating any staff, providers, or official accounts of the Profit Lounge.

All of the aforementioned bullet points describe actions which will result in the immediate revocation of your license key and termination of your membership to the Profit Lounge, with **no refund**.

Profit Lounge may disallow access to sections in the Discord if users are found to undercut each other. We suggest never to purchase items in quantities that the average consumer may not buy in any one order. Violating these may be seen as unauthorized and you may be warned, suspended, or terminated. Always ask support if you have questions.

## 3.2 Fee-bearing Unauthorized Use

This sub-section outlines the unauthorized usage that is considered to be "fee-bearing", and may result in fees at the discretion of the Profit Lounge. Each "Fee-bearing Unauthorized Use" will be defined in this section, and all fees will be directly related to one of these cases. Never will a fee be assessed on a user without a direct correlation to this AuP.

## 3.3 Fee-bearing Unauthorized Use Modals

**Issue:** *"A user leaks a major deal to another cook group, directly impacting the profits to the members of the Profit Lounge."*

- Profit Lounge will terminate the membership of the user who leaks the deal.
- Profit Lounge may assess a "Leaking (Major)" fee, read Section 4 for more details.

**Issue:** *"A user account is responsible for automating posting deals as bounties to another cook group."*

- Profit Lounge will terminate the membership of the user account leaking deals.
- Profit Lounge may assess a "Mirroring (Minor)" fee, read Section 4 for more details.

**Issue:** *"A user account is responsible for automating mirroring to a group that specializes in cloning servers and mirroring them."*

- Profit Lounge will terminate the membership of the user account leaking deals.
- Profit Lounge may assess a "Mirroring (Major)" fee, read Section 4 for more details.

**Issue:** *"A user who used the services for 9 months just left abruptly and charged back 8 of them"*

- Profit Lounge will terminate access to the server.
- Profit Lounge may assess a "Chargeback (General)" fee, read Section 4 for more details.

**User:** *"My bank accidentally thought the charge for Profit Lounge was fraud, and reversed the payment"*

- Profit Lounge may suspend access temporarily to the offending user.
- Profit Lounge will never charge a fee for accidental chargebacks, and work with you to resolve it.

**User:** *"I run a multi-state business and I want to share HomeDepot deals to 4-5 of my workers/friends in these states to get inventory for me."*

- Profit Lounge may suspend access temporarily to the offending user.
- Profit Lounge will offer a "large-business" fee for x-user accounts, for your staff to work with our team on a business relationship level.

In each of the instances above, we will **always attempt to work** with a user who wants to work with us before we ever consider assessing a fee. If a fee is assessed, we will **always encourage** you reach out as we will be more than willing to reverse fees if we can handle a matter in an alternative method. Questions about fees can be directed to: [support@profitlounge.us](mailto:support@profitlounge.us).

## 4 Fees for Abuse

Profit Lounge wants to use fees strategically to ultimately avoid abuse, not create a revenue stream. The sole purpose of this addition is to charge offenders who attempt to defraud Profit Lounge and cause loss of revenue to our paying users and take valuable resources from our staff in resolving situations.

The following are types of fees which may be assessed based on Section 3.3 "Fee-bearing Unauthorized Use Modals":

**Chargebacks** - This fee may be assessed when a user imitates a payment reversal of 3 months of membership or more. All items in this category are subject to be charged.

- (Billable Hours) Fee: \$45.00 / hr (effort towards resolving chargeback)
- (Certified Mail) Fee: \$5.95
- (Collections) Fee: \$35.00
- (General) Fee: \$50.00

**Leaking** - This fee may be assessed when the leaking of content results in diminished returns for users of the Profit Lounge on any private deal, content, or resource.

- (Minor) Fee: N/A
- (Major) Fee: \$100.00 / instance

**Mirroring** - This fee may be assessed when leaking of content for bounties or to another server with the intent to be a direct replica or mirror of content or resources in the Profit Lounge occurs. Minor is considered for private/bounty cases. Major is considered for pay-to-use cases such as replica servers.

- (Minor) Fee: \$1,000.00 / instance
- (Major) Fee: \$2,500.00 / quarter (min 75 days), maximum: \$10,000.000

For "large-business" based accounts, these fees will be negotiated with our staff team in the Profit Lounge discord server.

## 5 Assurance

This Acceptable Use Policy is an Official Document provided by the Profit Lounge for users of our services. If you disagree with any part of this document, you immediately terminate your membership to Profit Lounge and will need to discontinue usage of any part of the network.

The Profit Lounge uses cybersecurity tooling to provide assurance to our members of our accuracy when deeming if a user is in violation of this AuP through fingerprinting techniques, PII, and other attributes shared on registration. We will never assess a fee or take an action unless we have this assurance for our members.

## 6 Changes to this Policy

We reserve the right to modify this AuP at any time, without prior notice. In the event the AuP has been updated, your continued use of the Profit Lounge constitutes as your acceptance of the modified AuP. The date on PAGE ONE of the AuP will note when the current version of this document is enacted.

## 7 Contact Information

Questions about this AuP, the Profit Lounge, or any general inquiries can be made to: [support@profitlounge.us](mailto:support@profitlounge.us)