



Profit Lounge: Terms of Service

These **Terms of Service** are enacted as of **April 2, 2023**.

These "**Terms of Service**" (*ToS*), intend to describe the appropriate use, guidelines and expectations that the Profit Lounge has for all users. Unauthorized usage of the server, the files shared in the server, the information in the server, account sharing, or otherwise violating these Terms of Service is immediate grounds for termination of your license key.

March 31, 2023

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1 Executive Statement

The Executive Statement will define the purpose of the Terms of Service document and a general agreement between the user ("you", "the member", "the user") and Profit Lounge ("PL", "we", or "us"). This Terms of Service document will state the values and expectations that can be expected of the Profit Lounge, outline the scope of our services, and provide the guidelines and policies to be met while utilizing our services.

1.1 This Document

This Terms of Service (may be referred to as the "terms" or "ToS") describes the general terms that you agree to when accessing projects and resources (collectively, the "Service") owned by Profit Lounge, LLC. These projects and resources include, but are not limited to: the Discord server¹, Whop dashboard², exclusive content, methodologies, leads to profitable purchasable items, and all other Profit Lounge owned and operated ventures (may be referred to as the "Network"). If you do not agree to these terms, you are therefore disallowed to continue use of the service, and irrevocable forfeit your right to your membership and license key. These Terms of Service are a legally binding contract between you and the Profit Lounge regarding your use.

1.2 General Agreement

By checking out on the dashboard (whop.com) and **JOINING** the Profit Lounge, or by **DOWNLOADING, INSTALLING**, or otherwise **ACCESSING** Profit Lounge resources: you agree that you have read and understood, as a condition of your continued use, and agree to be bound by these Terms of Service, the Privacy Policy, and the Acceptable Use Policy. If you are not eligible, or do not agree to the terms, then you do not have the permission of the Profit Lounge to use our services.

The Profit Lounge reserves the right to revoke your membership and access to our network at any time, for any reason, and in making your purchase to subscribe to the Profit Lounge: you agree to this stipulation and acknowledge that your membership can be terminated without prior notice

1.3 ARBITRATION NOTICE

Excluding disputes outlined in Section 2.14 "No Class Action", you agree that any dispute, claim, or controversy arising out of or relating to this agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by individual arbitration. Arbitration shall be conducted in Trenton, New Jersey. By *accepting these terms*, **YOU** and **THE PROFIT LOUNGE** are each waiving the right to a trial by jury or to participate in any class action or representative proceeding.

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

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

1.4 Definitions

This ToS will use terminology popular in the internet space related around reselling, lead-based services, 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 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. **License** - Your **license** is the key generated by the Whop dashboard that allows you to join the Profit Lounge Discord server. Licenses may be set to a different pricing structure, depending on purchase period, discount, or time-commitment. Licenses are non-transferable between users.
4. **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.
5. **Leak/Leaker** - *Leaking* is a disallowed activity that 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.
6. **Mirroring** - *Mirroring* is a disallowed activity 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, or visit the Discord server and make a support ticket.

1.5 Compliance

The Profit Lounge requires that users adhere to platform policies. You are expected to understand and comply with the Discord terms of service³ and community guidelines⁴. You also agree to comply with all applicable local, state, and federal laws, rules, and regulations. You acknowledge that it is your responsibility to ensure that your use of the Profit Lounge is in compliance with all such laws and policies, and you agree not to use any resources for any unlawful purpose.

³Discord Terms - <https://discord.com/terms>

⁴Discord Guidelines - <https://discord.com/guidelines>

2 Terms of Service

The Profit Lounge is a hub for discounts, personal deals, resources, and tooling for resellers, small businesses, and like-minded individuals. This section describes the specific Terms of Service which you, the user, agree to when using any Profit Lounge services or resources. The Profit Lounge operates its service as a central network of resources, monitors, automation, information, leads, and tooling. Users are provided this information and guidance from experienced staff for a monthly fee.

This document, and all "PL: Official - Documentation", including but not limited to the: Terms of Service, Privacy Policy, and Acceptable Use Policy, are in effect for the Profit Lounge and all derivative ventures owned by the Profit Lounge, LLC (ie: *The Lounge*).

2.1 Licenses, Membership, and Access

The Profit Lounge uses a "wait-list" model to gain membership. Users will join the waitlist via the Whop dashboard, and pending a "restock", users on the waitlist will be charged the monthly subscription cost, their license is issued and membership starts. Memberships are on a recurring payment plan, to which you agree to pay all fees, charges, and taxes.

Users are granted a fully revocable, non-transferable, license to gain access to the Profit Lounge and the aforementioned areas which we define as our network and scope. Violating this Terms of Service, the Acceptable Use Policy, or Privacy Policy will immediately and irrevocably terminate your membership with the Profit Lounge and your license is no longer considered valid.

2.1.1 Restrictions on Usage

By using your Profit Lounge membership, you agree not to and will not permit others to participate in the following activities on your account, or in connection to your discord snowflake-id:

- License, rent, or lease your membership/license to another individual
- Sell or assign your membership/license to another individual
- Distribute, transmit, host, or otherwise provide the resources within the Profit Lounge outside of the network
- Attempt to modify, decrypt, disassemble, or reverse engineer any content or resources
- Alter or amend any copyrights, trademarks, licenses, or other proprietary artifacts

2.1.2 Managing your Membership

Users can manage their membership via the dashboard (dash.profitlounge.us). A membership can be cancelled by disabling the subscription. At the end of an active membership cycle (after the last paying day), you will be automatically removed from the Profit Lounge if you do not re-enable your subscription.

2.1.3 Right to Request Verification

The Profit Lounge provides exclusive information to paying members. To prevent this information being stolen, leaked, or otherwise relayed from private sections of the network; we may take additional verification steps to ensure users are authentic. These steps are at the discretion of the Staff and Support teams, and may be requested at any time, for any reason.

2.1.4 Exclusive Access

The Profit Lounge features multiple sections in the network which are considered "exclusive". An exclusive section can be accessed after a time period has passed, a certain amount of "success" points have been earned through successful purchases, and/or verification steps have been completed. These metrics will vary depending on the exclusive section a user is attempting to obtain access to. These sections may be altered, discontinued, or have the conditions of access change at any time, without warning.

Paid Add-Ons The Profit Lounge may offer various paid add-on sections in addition to the exclusive access sections as mentioned. These paid add-on sections may feature tooling, information, cost additional resources, or otherwise not be considered in-scope to the main membership. Paid add-on costs can alter at any time, without prior notice.

2.1.5 Refund Policy

All membership fees are considered final and non-refundable. We strive to provide a high-quality user experience: if there is an error in billing (duplicate charge), you have an issue accessing resources, or are otherwise unhappy our support team via Discord will be able to assist further. *On a case-by-case basis, partial and complete refunds may be granted after discussion with staff with authority to authorize a payment reversal.*

2.2 Accounts and Authorization

To access the Profit Lounge, you will need an account on Discord, the primary platform used for communication, monitoring, leads, and all mentioned services. When you register for a discord account and join the Profit Lounge, we are provided a timestamp of when you join and your discord snowflake-id. Additional data, also known as personally identifiable information, related to your account may be retained as outlined in our Privacy Policy.

You may be asked to use the embedded Open Authorization (OAuth2) features provided by Discord to link various third-party accounts such as seller accounts or social media accounts to verify your person.

2.3 Community Content

Profit Lounge utilizes Discord as the primary platform for user engagement and information distribution. Discord is a VoIP + text chat application which allows user submitted messages to be transmitted between the user (you) and the server (the Discord server). Profit Lounge

is not responsible, nor does it condone the messages posted by any user in the Discord server.

To combat abuse and adhere to the Discord Community Guidelines, Profit Lounge employs a staff and support team to both uphold the guidelines set forth by Discord, and ensure that these terms are followed.

2.4 Limited License to The Profit Lounge

By submitting content as a user to the Profit Lounge (via an upload, the Discord server, or to a staff member with the intent that the Profit Lounge uses the content): you grant the Profit Lounge a worldwide, non-exclusive, royalty-free, fully paid right and license (with the right to sub-license) to host, store, transfer, publicly display, publicly perform (via digital audio transmission), communicate to the public, modify, reproduce, create derivative works, and distribute your content.

2.5 DMCA and Rights to Content

By submitting content as a user to the Profit Lounge (via an upload, the Discord server, or to a staff member with the intent that the Profit Lounge uses the content), it is expected that you have the rights to distribute the content of which you post.

2.6 Third-Party Websites

Users may transmit their own messages which contain links to third-party websites which are not owned or operated by the Profit Lounge. By clicking a third-party link, you may be directed to that third-party website. We advise that you: (a) use an up-to-date anti-virus while visiting unknown websites, (b) ensure your system is up to date for the most recent security patches, (c) review the Terms of Service of any third-party website, (d) ensure that the website you are visiting is the one you intend to visit.

2.7 Eligible Members

To participate in our network, you must be at least 13 years of age (*as is also in accordance to the Discord Terms of Service*). By agreeing to these terms you agree that:

- You are at least 13 years old, or if under 18 years of age have permission from a guardian.
- You have not been previously suspended or banned from the Profit Lounge.
- You are not a staff member of a directly competing server or network.
- Your usage of the Profit Lounge is in compliance with any and all applicable laws and regulations.
- You are not sharing access or information found in the network.

2.8 Abuse, Quality Assurance, and Feedback

The methods, leads, information, tools, and resources provided in the Profit Lounge are all released under the assumption of "reasonable" usage. Each release may come with notes from the author outlining limits to what is considered "reasonable" usage. Abuse of assets in the Profit Lounge, retailers of which we monitor, or third-party websites we link to from our services are grounds for license revocation and membership removal.

Your suggestions, comments, improvements, bugs, and more broadly all "feedback" provided by you to us, with the respect to the Profit Lounge, will remain the sole and exclusive property of the Profit Lounge. We will be free to use, copy, modify, publicize, and distribute this feedback for any purpose and with or without credit or compensation to you as we deem fit.

As an expectation of your membership, bugs or security vulnerabilities in our releases, tools, or resources are to be reported immediately to our support team. Abusing our systems or gaining unauthorized access to any asset is grounds for license revocation and membership removal.

2.9 Service Level Agreement

The Profit Lounge strives to achieve a 95.0% Service Level Agreement (SLA), of the Discord server before we will review compensation for downtime or credit to accounts. This SLA, based on a 30-day billing cycle, requires that the Profit Lounge provides the discord as a service for 684 hours per month uninterrupted, when within our control. Server downtime, termination, bans, or other third-party incidents which interrupt our service is not the responsibility of the Profit Lounge. Individual resources, tools, monitors, or services are not to be included in this SLA statistic.

2.10 Communication

We may use communication methods such as push notifications, emails, social media direct messaging, and SMS text messaging to relay information about the Profit Lounge. These communication methods can be opt-in or opt-out, and you are entitled to modify your communication methods with the Profit Lounge at any time.

2.11 Disallowed Content

The Profit Lounge strictly prohibits the following:

- Using the network for any illegal purpose or to be in violation of any local, state, national, or international law.
- Violating, encourage others to violate, or provide instructions how to violate any right of a third-party.
- Obtaining unauthorized access to the Profit Lounge's network, including all tools, servers, resources, and the entirety of the service.

- Interfering with cybersecurity tooling, including: (a) bypassing user verification systems, (b) attempting to reverse engineer software or tooling, (c) spoofing or otherwise circumventing features to prevent leaking, mirroring, or breach of integrity.
- Performing fraudulent activities including impersonation of a person or entity, claiming a false affiliation or identity.
- Attempting to do any of the acts mentioned in this section, assist, or permit another person to engage in these acts.
- Impact the services offered by the Profit Lounge in any way.

2.12 Intellectual Property

The materials and content on the Profit Lounge services, including without limitation, the text, graphics, logos, button icons, images, audio clips, video clips, software, and other content (collectively, the "Materials"), are the property of Profit Lounge or its content suppliers and are protected by United States and international copyright laws.

All trademarks, service marks, and trade names appearing on the services are the property of Profit Lounge or the respective owners of such marks or names, and are protected by United States and international trademark laws.

You agree not to use any of the Materials or trademarks appearing on the services for any purpose without the prior written consent of Profit Lounge or the respective owner of such materials or trademarks.

You acknowledge and agree that any materials, including but not limited to questions, comments, feedback, suggestions, ideas, or other information, provided by you in the form of email or submissions to The Profit Lounge, are non-confidential and shall become the sole property of The Profit Lounge. The Profit Lounge shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these materials for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

You agree to indemnify, defend, and hold harmless The Profit Lounge and its affiliates, officers, directors, employees, agents, and licensors from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising from your use of any Materials or trademarks on the services, or any violation of these intellectual property provisions.

2.13 Indemnification

You agree to defend, indemnify, and hold harmless the Profit Lounge and all affiliates from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from:

1. Your use of and access to the Profit Lounge's services.

2. Your violation of any term of the Terms of Service.
3. Your violation of any third-party right, including without limitation any copyright, property, or privacy right.
4. Any claim that your use of the Profit Lounge's services caused damage to a third party.

This indemnification obligation will survive these Terms of Service and your use of Profit Lounge's services. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defenses.

2.14 No Class Action

To the extent permitted by applicable law, you and The Profit Lounge agree that any dispute arising out of or in connection with these terms of service, the services, or any related matter will be resolved through individual arbitration, and will not be brought as a class arbitration, class action, or any other representative proceeding.

The arbitration will be conducted under the rules of the American Arbitration Association (AAA) or any other mutually agreed-upon arbitration provider. Any judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

To the extent that the preceding paragraph is found to be unenforceable or invalid, you and The Profit Lounge agree that any legal proceeding arising out of or in connection with these terms of service will be brought in the federal or state courts located in [insert location], and you and The Profit Lounge hereby submit to the personal jurisdiction of such courts.

You and The Profit Lounge agree that any claim against the other party must be brought within two (2) years of the date on which the claim arose, or be forever waived.

You acknowledge and agree that you are waiving the right to participate as a plaintiff or class member in any purported class action or representative proceeding.

2.15 Disclaimers; No Warranties

The Profit Lounge services are provided on an "as is" and "as available" basis. The Profit Lounge makes no representations or warranties of any kind, express or implied, as to the operation of the services, or the information, content, materials, or products included on the services. You expressly agree that your use of the services is at your sole risk.

To the fullest extent permissible by applicable law, The Profit Lounge disclaims all warranties, express or implied, including but not limited to, implied warranties of merchantability and fitness for a particular purpose. The Profit Lounge does not warrant that the services, information, content, materials, or products included on the services will be uninterrupted or error-free, that defects will be corrected, or that the services or the server that makes the services available are free of viruses or other harmful components. The Profit Lounge does not warrant or make any representations regarding the use or the results of the use of the

services or any materials on the services in terms of their correctness, accuracy, reliability, or otherwise.

The information, content, and materials on The Profit Lounge services are provided for general informational purposes only and do not constitute professional advice. The Profit Lounge does not guarantee the accuracy, completeness, or usefulness of any information or materials on the services and is not responsible for any errors or omissions in any information or materials on the services.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you.

The Profit Lounge reserves the right to modify or discontinue, temporarily or permanently, the services or any part of the services without notice. The Profit Lounge shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the services.

2.16 Limitation of Liability

In no event shall The Profit Lounge or its affiliates, officers, directors, employees, agents, or licensors be liable for any direct, indirect, punitive, incidental, special, or consequential damages arising out of or in any way connected with the use of the services or with the delay or inability to use the services, or for any information, content, materials, or products included on the services, whether based on contract, tort, strict liability, or otherwise, even if The Profit Lounge or any of its affiliates, officers, directors, employees, agents, or licensors has been advised of the possibility of damages.

Some jurisdictions do not allow the exclusion or limitation of liability for incidental or consequential damages, so the above limitations may not apply to you. In no event shall The Profit Lounge's total liability to you for all damages, losses, and causes of action arising out of or in connection with the services or these terms of service (whether in contract, tort, strict liability, or otherwise) exceed the amount paid by you, if any, for accessing the services during the twelve (12) months immediately preceding the date of the claim.

You agree to indemnify, defend, and hold harmless The Profit Lounge and its affiliates, officers, directors, employees, agents, and licensors from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising from your use of the services, your violation of these terms of service, or your violation of any third-party rights, including without limitation any copyright, property, or privacy right.

2.17 Consent to Electronic Communication

By using the Profit Lounge, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about our electronic communications practices. You agree that any notices, agreements,

disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.

2.18 Notice to California Residents

If you are a California resident, you have the right to receive the following specific consumer rights information under California Civil Code Section 1789.3:

The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at +1-800-952-5210.

California residents may also have the right to receive information regarding disclosures of certain categories of personal information to third parties for their direct marketing purposes, pursuant to California Civil Code Section 1798.83. If you are a California resident and would like to request such information, please contact us at [contact email or address].

Please note that we are only required to respond to one request per customer each year regarding the disclosures covered by California Civil Code Section 1798.83.

2.19 Severability

If any provision of these terms of service is found to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired thereby, and the unenforceable provision will be deemed to be restated to reflect the original intention of the parties as nearly as possible in accordance with applicable law.

If any provision of these terms of service is held by a court or other tribunal of competent jurisdiction to be contrary to law, the provision will be modified and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of these terms of service will remain in full force and effect.

2.20 Waiver

No waiver of any term or condition of these terms of service shall be deemed a further or continuing waiver of such term or condition or any other term or condition, and any failure of The Profit Lounge to assert a right or provision under these terms of service shall not constitute a waiver of such right or provision.

If any provision of these terms of service is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the terms of service will continue in full force and effect.

2.21 Term and Termination

These terms of service will apply to you and your use of Profit Lounge services from the time that you first access or use the services until the termination of these terms of service by either party.

You may terminate these terms of service at any time by discontinuing use of the services and deleting any copies of any materials obtained from the services.

The Profit Lounge may, in its sole discretion, terminate these terms of service or suspend or terminate your access to the services, in whole or in part, for any reason, including without limitation breach of these terms of service, at any time and without notice to you. Upon termination, all licenses and rights granted to you under these terms of service will immediately terminate.

All provisions of these terms of service that should by their nature survive termination, including but not limited to warranty disclaimers, limitation of liability, indemnity, and intellectual property provisions, shall survive termination of these terms of service.

Termination of these terms of service shall not relieve either party of any obligation or liability incurred prior to the termination date, including without limitation payment obligations.

3 Assurance

These Terms of Service are 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.

4 Changes to this Policy

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

It is your responsibility to review these terms of service periodically for any changes. Your use of the services after any modifications to these terms of service will constitute your agreement to and acceptance of the modified terms of service.

We may make changes to the services and the materials and information on the services at any time without notice.

We reserve the right to modify or discontinue, temporarily or permanently, the services or any part of the services without notice. The Profit Lounge shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the services.

If you do not agree to these terms of service or any modifications to these terms of service, you should discontinue use of the services immediately.

5 Contact Information

Questions about this ToS, the Profit Lounge, or any general inquiries can be made to: support@profitlounge.us