

Viral Flow Enrollment Agreement

VIRAL FLOW ENROLLMENT AGREEMENT

This Course Enrollment Agreement ("Agreement") is entered into by and between **the Client** and Timeless Content Inc ("Company"). The Client and the Company are individually referred to as "Party" and collectively referred to as the "Parties."

WHEREAS, the Company offers an educational platform known as "Viral Flow";

WHEREAS, the Client wishes to enroll in Viral Flow offered by the Company and access its content;

NOW, THEREFORE, by signing up with the Company, and in consideration of the foregoing, of the mutual covenants contained in this Agreement, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

EXPECTATIONS AND RESPONSIBILITIES

Viral Flow Access:

- **Course Access:** The Company grants the Client access to the Viral Flow course content hosted on Skool for the duration of their active subscription. Access is revoked immediately upon cancellation, payment failure, or breach of this Agreement.
- **Community Access:** The Client is granted access to the private Viral Flow Skool community during the term of their active subscription.
- **Software Access:** The Client receives access to the proprietary Viral Flow software via Notion for a 30-day period following initial enrollment. Continued access does not require deletion or removal from the Client's personal Notion account. However, the Company is under no obligation to provide support, updates, or continued functionality after the initial 30-day period unless the subscription remains active.

- **Access Continuity Disclaimer:** The Company makes no guarantee of uninterrupted access to course content, community, or software. Access may be temporarily or permanently suspended, removed, or modified at the Company's sole discretion due to platform changes, upgrades, maintenance, or strategic business decisions. The Company is not liable for the unavailability of third-party hosting platforms such as Skool.
- **Course Updates and Modifications:** The Company reserves the right to update, modify, improve, restructure, or remove any part of the Viral Flow content, community features, or software tools at any time and for any reason, without prior notice. Such changes are intended to enhance the experience and effectiveness of the program and shall not constitute a breach of this Agreement.
- **Time-Locked Bonus Modules:** Certain modules inside Viral Flow are intentionally time-locked and drip-fed to support the best possible results for the Client and transparently incentivize continued participation in the program. Any module that is locked for 30 days or longer is considered a **bonus module** and is **not included** as part of the standard curriculum covered by the Client's initial subscription payment.

Professional Conduct:

- **Client Conduct:** The Client agrees to act in a professional, respectful, and constructive manner in all dealings with the Company, its team, and the community. Any form of harassment, toxicity, or disruptive behavior is grounds for immediate removal without refund.
- **Course Integrity:** The Client agrees not to duplicate, share, sublicense, resell, republish, or transmit any part of the course, software, or community content to any individual or entity, including but not limited to friends, business partners, or VAs. Any such sharing or duplication constitutes a breach of confidentiality and will result in immediate legal action and removal from the program. This includes any use, reproduction, or disclosure—whether intentional or accidental—by the Client or any party that gained access through the Client.
- **Termination Rights:** The Company reserves the right, at its sole discretion, to suspend, restrict, or permanently revoke access to the course, software, and

community without refund, with or without notice, for any conduct that violates the terms of this Agreement or is deemed detrimental to the integrity of the program.

Client Acknowledgment of Participation Risks: The Client acknowledges that participation in content creation, marketing, or online business inherently involves risk. The Company shall not be held liable for any business losses, reputational damage, or digital platform account actions resulting from implementation of course material.

INVESTMENT

Fee Structure:

- The Client agrees to pay \$97 on a recurring basis every 28 days until cancellation.
- The Client acknowledges that this investment is made willingly and without causing economic hardship, and all payments are strictly non-refundable.
- The Client further agrees that all installment payments made under this Agreement are earned in full upon processing and shall not be subject to refund, proration, or credit, regardless of cancellation, inactivity, or dissatisfaction.
- The Client acknowledges that the Company makes no representations, warranties, or guarantees of any kind regarding business results, income, or outcomes. All material is provided for informational and educational purposes only.

Automatic Payment Authorization: The Client authorizes the Company to charge the payment method on file every 28 days for the recurring subscription fee of \$97. Charges will continue until the Client submits a written cancellation request. The Client understands that failure to cancel prior to a billing cycle does not constitute grounds for chargeback, refund, or dispute.

CHARGEBACK WAIVER By entering this Agreement, the Client expressly waives the right to initiate chargebacks through any financial institution or payment processor. Any attempt to reverse a transaction will result in immediate termination, forfeiture of access, and legal escalation. The Client agrees that such

action constitutes material breach and consents in advance to be held liable for liquidated damages of \$5,000 per attempted chargeback, plus reimbursement of all legal fees, administrative time, banking penalties, and collection expenses incurred by the Company. If the Client fails to pay the owed liquidated damages or reimburse associated fees within 10 business days of written notice, the Company reserves the right to engage third-party collections agencies and report the unpaid balance to commercial or consumer credit bureaus. The Client acknowledges and agrees to the validity of such collection action and waives any defense against the pursuit of repayment through lawful means.

USE OF CLIENT FEEDBACK AND TESTIMONIALS Any results, transformations, feedback, or performance metrics achieved by the Client during or after participation in the program may be used by the Company for marketing, promotional, educational, or commercial purposes at its sole discretion—regardless of whether such results were voluntarily submitted. By signing this Agreement, the Client grants the Company full permission to use their name, likeness, business name, and any associated testimonials or results in advertisements, promotional materials, case studies, or sales campaigns without additional notice, review, or compensation.

CONFIDENTIALITY & INTELLECTUAL PROPERTY ENFORCEMENT

All course content, systems, scripts, templates, frameworks, documents, and proprietary strategies provided by the Company—whether delivered through video, Notion, community platforms, downloads, or coaching—are the exclusive intellectual property of Timeless Content Inc and are protected under applicable copyright, trade secret, and intellectual property laws.

The Client agrees not to use, share, repurpose, reverse engineer, publish, reproduce, distribute, or otherwise exploit any of the above in whole or in part for personal or commercial gain outside the scope of the license granted. Access is granted for individual, non-commercial use only.

Any breach of this section, including but not limited to unauthorized use, copying, redistribution, or reproduction of proprietary materials, systems, or processes, will be considered a material violation of this Agreement.

The Client agrees that such a breach would cause irreparable harm to the Company for which monetary damages alone would be insufficient. As such, the Company shall be entitled to seek immediate injunctive relief in addition to any other remedies available in law or equity.

Further, the Client agrees that any unauthorized use of the Company's intellectual property or confidential materials shall result in liquidated damages of **\$250,000**, which both parties agree is a fair and reasonable pre-estimate of the loss incurred and not a penalty.

USE OF LIKENESS IN ADVERTISING

The Client grants the Company and its affiliates the irrevocable, perpetual, royalty-free, worldwide right and permission to use the Client's name, image, likeness, voice, biographical information, and story—including but not limited to screenshots, testimonials, video content, performance metrics, and other results achieved through the Program—in any media now known or hereafter developed, including paid advertising, without additional consent, approval, or compensation. This includes, but is not limited to, use in social media ads, landing pages, email campaigns, and video advertisements for commercial and promotional purposes. The Client waives any right to inspect or approve the final materials and releases the Company from any claims arising from their use, including claims for defamation, invasion of privacy, or infringement of publicity rights.

MEDIA RELEASE & PUBLICITY RIGHTS

The Client grants the Company and its affiliates the unrestricted, worldwide, perpetual, and royalty-free right to record, use, reproduce, edit, distribute, and publicly display any video, audio, photographic, or written content that includes the Client's name, image, voice, likeness, or participation in coaching sessions, events, Q&As, video submissions, or other forms of communication with the Company. This includes, but is not limited to, use in organic content and promotional materials published on platforms such as YouTube, Instagram, TikTok, podcasts, websites, and other social or public media channels. The Client waives any right to inspect or approve the final content and releases the Company from any claims arising out of such use, including but not limited to claims for invasion of privacy, defamation, or violation of publicity rights.

LIMITATION OF LIABILITY & LEGAL DISCLAIMER

To the fullest extent permitted by law, the Company and its affiliates, officers, employees, agents, successors, and assigns shall not be liable for any indirect, incidental, consequential, special, punitive, or exemplary damages, including, but not limited to, damages for loss of profits, income, business opportunities, goodwill, data, or other intangible losses, arising out of or in connection with the Client's use of the course, materials, software, or any services provided by the Company. This applies regardless of the form of action, whether in contract, tort (including negligence), strict liability, or otherwise, and regardless of cause, including but not limited to breach of contract, negligence, or any other legal theory — even if the Company has been advised of the possibility of such damages.

In no event shall the cumulative liability of the Company, for any and all claims combined, exceed the total amount paid by the Client under this Agreement in the twelve (12) months preceding the event giving rise to the claim.

The Client expressly waives any right to recover damages based on lost expectation, reliance, or consequential losses arising from their participation in the Program.

The Company makes no express or implied guarantees regarding financial outcomes, revenue, or profitability as a result of using the course materials. Any business decisions, investments, or expenditures made by the Client are at their sole risk, and the Company shall bear no responsibility for financial loss or lack of results.

All content and strategies provided by the Company are for informational and educational purposes only. The Company does not provide legal, tax, financial, or regulatory advice. It is the Client's sole responsibility to ensure that their use of the course materials complies with all applicable laws, regulations, platform terms of service, and professional standards. The Company shall not be held liable for any legal actions, claims, penalties, or disputes resulting from the Client's implementation of the material.

Nothing in this Agreement shall be construed to create a partnership, joint venture, employment, agency, or fiduciary relationship between the Parties. The Client has no authority to bind or represent the Company.

The Company shall not be held responsible for the acts, omissions, negligence, or misconduct of any third party, including but not limited to software platforms, contractors, or service providers referenced or recommended within the Program.

The Company shall not be liable for any damages, actions, or decisions made by the Client following suspension or termination of access under this Agreement.

WAIVER OF CLAIMS & DAMAGES

The Client irrevocably waives any and all claims—known or unknown—against the Company for any harm, loss, damage, or injury arising from their use, misuse, or inability to use the course, software, or community, except in cases of willful misconduct by the Company. The Client also waives the right to claim damages in connection with any perceived failure in achieving business results, unless prohibited by law.

The Client agrees to take all reasonable steps to mitigate any potential damages or losses related to this Agreement before seeking any legal or financial remedy.

The Client acknowledges and accepts all risk associated with the implementation of any strategy, system, or advice shared in the Program. Results vary based on personal effort, timing, market conditions, and other factors beyond the Company's control.

INDEMNIFICATION

The Client agrees to indemnify, defend, and hold harmless the Company and its officers, directors, contractors, agents, and affiliates from any and all liabilities, losses, damages, claims, or expenses (including reasonable attorneys' fees) arising out of or related to:

- The Client's breach of this Agreement;
- Any violation of platform policies (e.g., Meta, Instagram, YouTube);
- Copyright infringement, FTC noncompliance, or deceptive marketing practices;
- Any claims by third parties related to content created, distributed, or monetized using Company-provided systems, strategies, or materials.

DISPUTE RESOLUTION

- **Arbitration:** Any dispute shall be resolved through binding arbitration in Travis County, Texas.
- **Jurisdiction:** Should arbitration be bypassed or deemed unenforceable, all claims shall be brought exclusively in the state or federal courts located in Austin, Texas.

Class Action Waiver: The Client agrees that any disputes will be handled individually and waives the right to participate in any class action against the Company.

Injunction Consent: The Client agrees that any breach of confidentiality, intellectual property, or non-solicitation provisions shall entitle the Company to seek immediate injunctive relief without posting bond or showing proof of damages.

Statute of Limitations: The Client agrees that any claim or cause of action arising out of or related to this Agreement must be brought within twelve (12) months of the date the claim arose. Failure to do so shall result in the permanent waiver of that claim.

Non-Disparagement: The Client agrees not to make any public or private statements or take any action that would reasonably be expected to harm the Company's reputation.

AFFILIATE PROGRAM (OPTIONAL PARTICIPATION)

The Company may, at its sole discretion, permit Clients to participate in the Viral Flow affiliate program. Approved affiliates may earn:

- **40% of the \$97 recurring subscription fee** for each billing cycle that the referred Client remains active and in good standing.

All payouts will be made exclusively through WHOP. No alternative payment methods will be provided or supported under any circumstances.

Participation in the affiliate program is subject to the following terms:

1. **Not a Contractual Obligation:** This program is offered as a voluntary benefit and does not create any binding or enforceable right to payment. The Company may modify, suspend, or terminate the affiliate program—or

withhold, reduce, or cancel any commissions—at any time, with or without notice, and for any reason, without liability.

2. **No Liability for Affiliate Conduct:** Affiliates operate independently and are not employees, agents, or representatives of the Company. The Company disclaims all responsibility for the actions, representations, or marketing practices of affiliates. Any legal issues, platform violations, or third-party claims arising from affiliate activity are the sole responsibility of the affiliate.
3. **Ethical Promotion Required:** Affiliates must promote Viral Flow truthfully, ethically, and in accordance with applicable laws, advertising standards, and platform policies (e.g., Meta, YouTube, TikTok). Misleading claims, spam tactics, or unethical behavior will result in immediate disqualification and forfeiture of commissions.
4. **Active Client Status Required:** Affiliate eligibility and commission payout require the Client to maintain an active, paid subscription to Viral Flow. If the Client's account is canceled, terminated, or becomes delinquent, all affiliate privileges and pending commissions will be revoked.
5. **Company's Sole Discretion:** The Company retains sole discretion to determine affiliate eligibility, commission qualifications, payout timing, and enforcement of these terms.

By participating in the affiliate program, the Client expressly acknowledges that all activity is undertaken at their own risk and waives any and all claims against the Company related to affiliate commissions, enforcement, or program changes.

ADDITIONAL TERMS

Non-Solicitation of Employees and Contractors: For a period of 18 months following enrollment, the Client agrees not to directly or indirectly solicit, employ, engage, or form any professional relationship with any current or former employee, contractor, or agent of the Company. Violation will result in immediate termination and a liquidated damages fee of no less than \$50,000 per occurrence, plus legal costs.

Non-Assignment: The Client may not assign, delegate, or transfer their rights or responsibilities under this Agreement without express written consent from the Company. Any unauthorized assignment is void and constitutes a material breach.

Personal Guarantee: If the Client enrolls on behalf of a business entity, the individual executing this Agreement personally guarantees all financial and behavioral obligations outlined herein.

Survival: All terms related to confidentiality, intellectual property, indemnity, non-solicitation, dispute resolution, limitation of liability, statute of limitations, and enforceability shall survive the termination of this Agreement.

Severability: If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

Cooling-Off Period Waiver: The Client expressly waives any statutory cooling-off period and acknowledges this Agreement is effective immediately upon enrollment, to the extent permitted by applicable law.

Entire Agreement: This Agreement represents the full understanding between the Parties and supersedes all prior communications. No amendment or modification shall be valid unless in writing and signed by both Parties.

Binding Agreement: This Agreement shall be binding upon digital or physical signature. By enrolling in Viral Flow, the Client acknowledges and agrees to all terms stated herein. The Client's agreement to these Terms via checkbox, electronic signature, purchase confirmation, or other electronic means shall constitute a legally binding execution of this Agreement. The Client further confirms they have read, understood, and voluntarily agreed to all terms, and had the opportunity to seek independent legal counsel prior to accepting. The Client acknowledges that their digital acceptance is intended to authenticate this Agreement and agrees it is enforceable in the same manner as a signed physical document.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.