



## **SUCCESSFUL ADS ACCELERATOR TERMS OF SERVICE**

THERE IS A MANDATORY ARBITRATION AND WAIVER OF CLASS ACTION IN THESE TERMS. PLEASE REVIEW CAREFULLY.

The following terms ("Terms of Use") constitute an agreement between Sunbeam Communications LLC (the "Company") and the purchaser ("you") of the Company's Successful Ads Accelerator program (the "Program") offered by Company that governs your purchase and participation in the Program. You agree to abide by the Terms of Use as a condition of your participation in the Program.

Your purchase of the Program constitutes your acceptance of, and agreement to the following Terms of Use. Company reserves the right to modify, alter, amend, or update its Program, policies, and these Terms of Use. These Terms of Use are subject to change without notice. If you do not agree with or do not accept any part of these Terms of Use, you should not purchase the Program. Additionally, parts of this Program are hosted on the Kajabi, Clickfunnels, and Facebook platforms and is subject to Kajabi, Clickfunnels, and Facebook Terms of Service and Privacy Policy.

### **Privacy Policy**

Company respects your privacy and is committed to protecting it. Your access and use of the Programs are subject to the Program's privacy policy as well.

### **Disclaimer**

You understand that a professional or consulting relationship does not exist between you and Company outside of the purchase of this Program. Company has made every effort to ensure that all materials within the Program have been tested for accuracy. There is no guarantee that you will see positive results to your business using the techniques and materials provided by Company. Company assumes no management responsibility for your decisions or for policies or

practices that you implement. Everything provided in the Program is for informational purposes only.

Any statements related to income or earnings potential, regardless of medium, are examples of what may be possible in the future. Company makes no guarantees regarding results, present or future. Company is not responsible for your earnings, income, sales, or any other business performance as a result of the Program. The Program is for informational purposes only.

### **Your Responsibility**

The Program was developed strictly for educational purposes. You understand and agree that you are fully responsible for your participation, progress, and results from the Program. Company makes no representations, warranties, or guarantees. You understand that results may vary from person to person. You understand that Company is not responsible for your results or any expenses that you may incur as a result of your purchase. Company assumes no responsibility for errors or omissions that may appear in the Program.

### **Purchase Policies**

To purchase the Program, you will be required to select a payment plan and provide Company's third-party payment provider with information regarding your credit card or other payment instrument. You represent and warrant to Company that such information is true and that you are authorized to use the payment instrument. You will promptly update your user account information with any changes (for example, a change in your billing address or credit card expiration date) that may occur. You agree to pay the Company the amount that is specified in the payment plan in accordance with the terms of such plan and these Terms of Use. You hereby authorize the Company to bill your payment instrument in advance in accordance with the terms of the applicable payment plan until you complete full payment or you terminate your participation in the Program. You further agree to pay any charges so incurred. If you dispute any charges you must let Company know within sixty (60) days after the date that Company charges you.

The Successful Ads Accelerator Program is available for \$597 USD per month for twelve months unless otherwise stated (such as during a promotion period). Following the initial twelve months, there will be an offer of \$159 to remain in the Facebook Support group (Insiders Lab Membership) to continue monthly with ongoing support which will be on a monthly rolling basis.

You may purchase the Program through one of the following payment structures:

#### **a) Monthly Payment Plan:**

- Total cost: \$2779
- Seven (7) monthly payments of \$397 USD

Note: The Company reserves the right to introduce sales that may alter the total cost or total monthly payments. Upon purchase, you agree that the amount shown on your checkout page is the monthly payment and total amount you will pay.

**b) Pay-In-Full (PIF) Option:**

- One-time payment of \$3,997 USD
- Discounted rate provided in exchange for full upfront commitment
- Note: The Company reserves the right to introduce sales that may alter the total cost or pay in full option. Upon purchase, you agree that the amount shown on your checkout page is the monthly payment and total amount you will pay.

By choosing a payment option, you:

- Agree to the full amount of the chosen plan
- Understand that payments are binding, even if you do not fully participate in the Program

Acknowledge that all sales are final after the 30-day cancellation window expires (see below)

The Program includes one on one calls with Company and access to prerecorded ads trainings via the training curriculum. The calls will be scheduled at the mutual convenience of you and Company and you will have access to the prerecorded ads training for the duration of your membership. As part of the Program, you have the option for the Company to assign a private coach ("Company Coach") to you who will have to access your website and social media accounts ("Your Social Media Accounts"). Once each level is completed, the Company Coach may review and make recommendations about the advertising strategy for Your Social Media Accounts. Upon your request and approval, the Company Coach may access Your Social Media Accounts and execute those changes requested by you. Company and the Company Coach are under no obligation to monitor Your Social Media Accounts, login to Your Social Media Accounts at any set interval or to provide any other services other than specific transactions requested by you. For the avoidance of doubt, Company shall not provide any agency specific ad management, but is merely providing optional technical assistance for your convenience.

You understand and agree that you may not employ or otherwise engage any Company Coach to provide services to you outside of the Program while you are enrolled in the Program and for one (1) year thereafter. Should you solicit or contract with any Company Coach or team member for any services, you hereby agree to pay Company a finder's fee of \$4,500 USD or 15% of their contractor or employee payments for the first 12 months, whichever is higher.

**Pause Policy for Membership Subscriptions**

Members of the Successful Ads Club, which includes those who are enrolled in the VIP Membership, Agency Track, and Ads Accelerator programs, are eligible to request a temporary pause in their subscription. The subscription can be put on hold for a duration of up to three months.

Members may keep their credits during the pause but cannot use them. Paused subscribers cannot access course materials or any company provided resources or support.

After the pause period of three months, your provided payment method will automatically be charged for the remaining payments based on the terms upon purchase.

After the pause period, if your payment method is declined, we will attempt to contact you for updated information. If we do not obtain your payment, your account will be canceled and any accrued credits will be forfeited upon cancellation.

To request a pause in your subscription, you can simply write to [hello@successfuladsclub.com](mailto:hello@successfuladsclub.com). Members should submit their request through the designated channel and ensure that it complies with the procedures and timelines outlined. Successful Ads Club reserves the right to amend the terms of this pause policy at its discretion.

### **Registration and Restricted Access**

Access to the Program is restricted to Program participants. When you register, you will create a user profile, which may include a username and password. You agree to keep your username and password confidential. You may not share your username and password with anyone, for any reason, without express written consent by the Company. If you suspect your password has been compromised, you must notify the Company immediately at [hello@successfuladsclub.com](mailto:hello@successfuladsclub.com). Company will not be liable for any loss caused by the unauthorized use of your account; however, you may be liable to Company or other third parties for any losses incurred due to such unauthorized use.

Company may disable your username and password and access to the Program at its sole discretion.

Company reserves the right to modify methods for registration and access levels of registered users from time to time.

### **Refund Policy**

Company does not provide refunds. We don't provide refunds to charges already made on your account. Certain jurisdictions may have longer periods where refunds will be granted. Company will honor such periods as required by law.

Upon purchase of the Successful Ads Accelerator, you agree to pay all monthly payments through the entirety of your agreed upon payment schedule. Company offers a 30 day cancellation period beginning on the day of purchase and expiring 30 days after purchase. In order to cancel within those 30 days, you must email [hello@successfuladsclub.com](mailto:hello@successfuladsclub.com) to request cancellation. A cancellation means that you will no longer be charged for the remaining months, your access will be revoked after 30 days, and you will not receive a refund for any payments made. Please note, cancellation requests outside of the 30 day window will not be honored.

#### **a) 30-Day Cancellation Window:**

- Begins on your purchase date

- Email **hello@successfuladsclub.com** before day 30 to request cancellation
- Upon valid cancellation:
  - No further payments will be charged
  - Access remains active through 30 days post-purchase
  - No refund will be issued for any paid installments

Cancellations received after day 30 will not be honored.

#### **b) Pay-In-Full (PIF) Purchases:**

PIF enrollments are **non-refundable**. By paying in full, you acknowledge and agree that:

- You have immediate access to significant value (coaching calls, curriculum, bonuses)
- You are only entitled to a refund if you follow the steps noted above under a) 30-Day Cancellation Window
- Your refunded amount will be the pay in full amount minus the first month's payment
- If you cancel within 30-days, your access will remain through 30 days post-purchase

Members requesting to cancel while on the VIP annual payment plan will not be charged further after a cancellation request is sent in (this does not apply to Accelerator Members). Members will retain access to the membership based on the number of months that previous installments cover. We do not offer refunds for installment payments already charged.

#### **Optional Ad Assistance**

In the event you request that the Company Coach execute any advertising recommendations or changes, you will need to provide the Company with the passwords to Your Social Media Accounts. Company highly recommends that you use a password manager to share passwords with Company and that you keep all passwords confidential. You understand and agree that the Company will not be liable for any hacking, stolen passwords, unauthorized use of Your Social Media Accounts or related damages. You further understand and agree that Company shall not be liable for any loss or damages of any kind related to Company's use of such social media accounts including but not limited to loss of any content, low engagement or other poor performance. You are solely responsible for managing your budget and all advertisement spending and Company shall not be liable for any costs in connection therewith.

#### **License for use of Programs**

The Program was developed solely for your personal use and may not be reproduced for publication or for the personal or commercial use of others without permission. You may not create any derivative works of the Program. When you purchase the Program, you agree that you will not use any information you gain from the Program to create any product or service, whether offered for commercial or personal use, without express written consent of the Company. All inquiries for use of Company intellectual property must be submitted to [hello@successfuladsclub.com](mailto:hello@successfuladsclub.com). Company reserves the right to seek equitable and compensatory relief for any violation of this term.

### **Confidentiality & Privacy**

Company respects your privacy and insists you agree to respect the privacy of Company and all other Program participants ("Participants"). Any confidential information ("Confidential Information") shared by Participants or any Company representative is confidential, proprietary, and belongs solely and exclusively to the disclosing party. All parties agree not to disclose, reveal, or make use of any Confidential Information or any transactions, during discussions, in the Program, or otherwise. You agree not to use such Confidential Information in any manner other than in discussion with other Participants during the Program. Confidential Information includes, but is not limited to, information disclosed in connection with these Terms of Use, and information related to the business or client information of Company or a Participant and shall not include information rightfully obtained from a third party. Both parties will keep Confidential Information in strictest confidence and shall use the best efforts to safeguard the Confidential Information and to protect it against disclosure, misuse, espionage, loss, and theft. You agree not to violate the Company's publicity or privacy rights. Furthermore, you will NOT reveal any information to a third party obtained in connection with these Terms of Use. By purchasing this Program, you agree that if you violate or display any likelihood of violating these Terms of Use the Company and/or the other Participant(s) will be entitled to injunctive relief to prohibit any such violations to protect against the harm of such violations.

### **Intellectual Property**

All original materials provided by Company as part of the Program are owned by Company. Any original materials are provided for your individual use only. You are not authorized to use or transfer any of Company's intellectual property or any aspect of the Program. All intellectual property remains the property of Company. No license to sell, distribute, reproduce, prepare a derivative work, display, or perform is granted or implied. Company will be entitled to injunctive relief to prohibit any such violations to protect against the harm of such violations.

By accessing and viewing any Program, you agree that you will not create any electronic information product that utilizes the information gained through the Program whether or not that information was available through other means.

Certain of the names, logos, and other materials displayed in the Program constitute Company's intellectual property, including, but not limited to, patents, trademarks, service marks, trade secrets and copyrights ("Company IP"). You are not authorized to use any Company IP without Company's express consent. Ownership of Company IP remains with Company and you agree not to make any claims or assertions of any other party's ownership of Company IP.

Successful Ads Accelerator is a trademark of Company and is protected by United States trademark law. Company's trademarks and trade dress may not be used in connection with any product or service that is not Company's, in any manner likely to cause confusion among consumers or in any manner that disparages or discredits Company, the Program or any experts featured therein.

### **Use of the Programs**

Each Program includes materials protected by intellectual property laws, including but not limited to written text, logos, photos, videos, music, art, designs and graphics. You may view, download, print, email, and use materials from the Program for personal, noncommercial purposes only subject to the license below. You may not republish, reproduce, duplicate, copy, display, distribute or otherwise use any material from any Program for commercial purposes. Any reproduction or unauthorized use of any materials found in the Programs shall constitute infringement.

Unless otherwise stated, Company owns the intellectual property and rights to all content and material in the Program. Subject to the license below, all intellectual property rights are reserved.

You may view, download (for caching purposes only), and print pages for your personal use, subject to the restrictions set out below and elsewhere in these Terms of Use.

The following uses are not permitted:

- Republication of content from the Program, unless content is specifically and expressly made available for republication;
- Sale, rental, or sub-license of any content from the Programs;
- Reproduction or duplication of any content in the Programs for commercial purposes;
- Modification of any content in the Programs, unless content is specifically and expressly made available for modification; or
- Redistribution of content in the Programs, unless content is specifically and expressly made available for redistribution.

From time to time, the Program will utilize various plugins or widgets to allow sharing of content via social media channels, email, or other methods. Use of these plugins or widgets does not constitute any waiver of Company's intellectual property rights. Such use is a limited license to republish the content on the approved social media channels, with full credit to Company.

You must not use the Program in a way that causes, or may cause, damage to the Program or impairs the availability of access to the Program. You must not decompile, reverse engineer, disassemble or otherwise reduce the Program, except to the extent that such activity is expressly permitted by applicable law. You must not use the Programs to copy, store, host, transmit, send, use, publish, or distribute any material that consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit and/or other harmful code or malicious software.

You must not conduct any systematic or automated data collection activities, including, but not limited to scraping, data mining, data extraction or data harvesting on or in relation to the Program without Company's express written permission.

You must not use the Program to transmit or send any unsolicited commercial communications.

You must not use the Program for any third-party marketing without Company's express written permission.

### **Grant of Rights and Release**

You understand and agree that Company may record, otherwise capture, and publish the Program including your name, image, and video and sound recordings of you (the "Recording"). You grant Company a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate, and distribute the Recording and any content you contribute to the Program (the "Student Content"). The Student Content includes, but is not limited to, text, images, audio material, comments, video material and audio-visual material. This license extends to all known and future media. You also grant Company the right to sub-license these rights and the right to bring an action for infringement of these rights.

You understand and agree that, in the event these Terms of Use are terminated, this license and release survives termination and Company may, in its sole discretion, utilize the Recording and Student Content as set forth herein. This authorization and release shall inure to the benefit of the legal representatives, licensees and assigns of Company and you hereby release Company from, and agree not to sue for, any claim or cause of action, whether known or unknown, for libel, slander, invasion of right of privacy, publicity or personality, or any other claim or cause of action, based upon or relating to the use of the Recording or Student Content, or the exercise of any of the rights referred to herein.

You acknowledge that, in the event of any breach by Company or any third party, the damage, if any, caused will not be irreparable or otherwise sufficient to entitle you to seek injunctive or other equitable relief. Your rights and remedies will be strictly limited to the right, if any, to recover damages in an action at law, and you will have neither the right to rescind or terminate these Terms of Use or any of Company's rights hereunder, nor the right to enjoin the production, exhibition, or other exploitation of the Recording or Student Content.

### **Content Contributed to the Program**

Any content you contribute to the Program, including, but not limited to text, images, audio material, comments, video material and audio-visual material, must not be illegal or unlawful, may not infringe on any third-party's legal rights, and must not be capable of giving rise to legal action whether against you or Company or a third party.

Company reserves the right to edit or remove: (i) any material submitted to the Program; (ii) stored on Company's servers; or, (iii) hosted or published on the Program or Website. Company takes no responsibility and assumes no liability for any content posted by you or any third party.

Notwithstanding Company's rights under the Terms of Use, Company does not undertake to monitor the submission of all content to, or the publication of such content on, the Program.

### **COMMENT POLICY**



The Program may offer you the option to provide comments either written or verbal. The following types of comments will not be tolerated and will be deleted:

- harassment directed toward any content creator, participant, or Company;
  - spam;
  - hate speech;
  - defamatory to Company or any third party;
  - reference illegal acts;
  - violate the legal rights of a third party; or
- Any other action that may impede the use and enjoyment of the Program by other participants.

Company's sole discretion will be used to determine if a comment is in violation of this comment policy. Any comments in violation will be promptly deleted and no further explanation will be due to you if your comment was determined to be in violation with this policy.

You are, and shall remain, solely responsible for the any content you upload, submit, post, transmit, communicate, share, or exchange by means of the Program and for the consequences of submitting or posting same. COMPANY DISCLAIMS ANY PERCEIVED, IMPLIED OR ACTUAL DUTY TO MONITOR THE PROGRAM AND SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR INFORMATION PROVIDED THEREIN.

YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER PARTICIPANTS OF THE PROGRAM. YOU ACKNOWLEDGE AND UNDERSTAND THAT COMPANY HAS NOT, AND DOES NOT, IN ANY WAY: (A) SCREEN ITS PARTICIPANTS; (B) INQUIRE INTO THE BACKGROUNDS OF ITS PARTICIPANTS; OR (C) REVIEW OR VERIFY THE STATEMENTS OF ITS PARTICIPANTS. YOU HEREBY AGREE TO EXERCISE REASONABLE PRECAUTION IN ALL INTERACTIONS WITH OTHER PARTICIPANTS, PARTICULARLY IF YOU DECIDE TO MEET ANOTHER PARTICIPANT IN PERSON. COMPANY DOES NOT REPRESENT, WARRANT, ENDORSE OR GUARANTEE THE CONDUCT OF ITS PARTICIPANTS. IN NO EVENT SHALL COMPANY BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO ANY PARTICIPANT'S CONDUCT, INCLUDING, WITHOUT LIMITATION, BODILY INJURY, PROPERTY DAMAGE, WRONGFUL DEATH, EMOTIONAL DISTRESS, LOSS OF PRIVACY OR ANY OTHER DAMAGES RESULTING FROM COMMUNICATIONS OR MEETINGS BETWEEN PARTICIPANTS.

You and any Participant violating the Terms of Use may be immediately and permanently removed from the Program, in Company's sole discretion and no refund will be due to you in such case.

Any content posted in the Program is the sole responsibility of the person(s) who created it, and Company and its employees, agents, directors, and officers, undertake no obligation or liability related to such content. Company and its employees, agents, directors, and officers, do not

undertake or assume any duty to monitor for inappropriate or unlawful content posted by Participants, nor does it assume responsibility or liability that may arise from any content posted in the Program including, but not limited to, claims of defamation, libel, slander, infringement, invasion of privacy and publicity rights, obscenity, pornography, fraud, or misrepresentation.

Company reserves the right to report to the appropriate authority any post, comment, message, or Participant in the Program that Company deems, in its sole discretion, may implicate the safety of either Company, a Participant or a third-party.

### **Communication - Electronic Notice**

You consent to receive communications from Company electronically. You agree that all legal notices provided via electronic means from Company satisfy any requirement for written notice.

### **Third Parties**

The Program offers resources that may contain links to third-party websites that are not governed or controlled by Company. You represent and warrant that you have read and agree to be bound by all applicable Terms of Use and policies for any third-party websites. Company assumes no control or liability over the content of any third-party sites. You expressly hold harmless Company from any and all liability related to your use of a third-party website.

Prior to engaging in any commercial transactions with any third parties discovered through or linked on the Program, you must complete any necessary investigation or due diligence. If there is a dispute for any commercial transactions with a third party discovered through or linked in the Program, you expressly hold Company harmless from any and all liability in any dispute.

### **No Warranties**

The Program is provided on an "as is" and "as available" basis without any representations or warranties, expressed or implied, including, but not limited to, warranties of merchantability or fitness for a particular purpose. Company makes no representations or warranties in relation to the Program or the information and materials provided therein.

Company makes no warranty the Program will meet your requirements; will be available uninterrupted; timely and free of viruses or bugs; or represents the full functionality, accuracy, and reliability of the Program.

### **Limitation of Liability**

COMPANY WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OF ANY KIND, HOWEVER CAUSED, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY YOU, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THIS WEBSITE, THE PROGRAM OR THE TERMS OF USE MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

### **Indemnity**

You agree to defend, indemnify and hold Company, its members, employees, officers, directors, managers and agents harmless from and against any and all losses, claims, suits, actions, liabilities, obligations, costs and expenses (including reasonable attorneys' fees and expenses) which Company suffers as a result of third-party claims based on: (i) your negligence or intentional misconduct, (ii) your breach of any provision of the Terms of Use (including representation or warranty); (iii) materials prepared or provided by you including, but not limited to, any claims of infringement, or misappropriation of copyright, trademark, patent, trade secret, or other intellectual property or proprietary right, infringement of the rights of privacy or publicity, or defamation or libel; or (iv) death, personal injury, or property damage arising out of, or relating to, your obligations hereunder.

### **Equitable Relief**

You acknowledge and agree that in the event of certain breaches of the Terms of Use, Company may suffer irreparable injury, such that no remedy at law will afford it adequate protection against, or appropriate compensation for, such injury. Accordingly, you agree that Company shall be entitled to any injunctive relief, without having to post a bond, as may be granted by a court of competent jurisdiction.

### **Miscellaneous**

The Terms of Use will be governed and construed in accordance with the laws of the State of California. Any controversy or claim arising out of or relating to the Terms of Use, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of any such arbitration shall be in Orange County, California. The parties also agree that the AAA Optional Rules for Emergency Measures of Protection shall apply to the proceedings. If any provision(s) of the Terms of Use is held to be invalid, illegal, or unenforceable, the remaining provisions shall be severable and enforceable. If a provision is excessively broad, such a provision shall be limited or reduced in scope so as to be enforceable. The Terms of Use may not be assigned by you without Company's prior written consent, however, the Terms of Use may be assigned by Company in its sole discretion. The Terms of Use are the final, complete, and exclusive agreement of the parties with respect to the Program offered by Company. Company reserves the right to amend, alter, or modify the Terms of Use at any time. All notices with respect to the Terms of Use must be in writing and may be via email to [hello@successfuladsclub.com](mailto:hello@successfuladsclub.com) for Company and to your email address.

THE PARTIES WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION,

EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. TO THE EXTENT EITHER PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES AGREE THAT: (I) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WITHSTANDING ANY OTHER PROVISION IN THESE TERMS OF USE); AND (II) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.

**Last updated May 2025**