



The AdGIRLS Agency

EMPOWERED ADS ACADEMY

By checking the box next to this Terms of Use, and clicking the “Purchase” button, you, the purchaser of the Empowered Ads Academy Group Program outlined below (hereinafter “Client”) agree and willingly purchase entry into this program to be provided with services rendered by Ad Girls LLC, a New York State Limited Liability Company (hereinafter “Company”), and you agree you are voluntarily entering into a legally binding Agreement with Company, inclusive of the following terms and conditions mutually agreed upon:

For good and valuable consideration of **two thousand, nine hundred, ninety-seven U.S. dollars (\$2,997) or four payments of eight hundred ninety-nine U.S. dollars (\$899 x 4)** Client is electing to purchase access to “Empowered Ads Academy” (hereinafter “Program”). In exchange, Company agrees to provide the services outlined in the Program Details below, and Program Outline attached hereto.

1. Program Details

- a. Empowered Ads Academy is a high touch, done-with-you four (4) month program that allows you to access the Ad Girls’ advertising strategy without the high-ticket price tag it usually costs to hire them.
- b. Company will provide the deliverables outlined in detail in the attached Program Outline Addendum. Client confirms he/she has read the Program Outline Addendum, asked Company any and all necessary questions, and conducted any research necessary to feel he/she understands what is (and isn’t) being provided in Program.
- c. Client understands he/she/they are purchasing a four (4) month group package designed to give Client unprecedented access to Company’s social media advertising strategies, methods, and system without paying the high-ticket agency prices.

2. Company use of Tracking Software

- a. Company may recommend software and other programs that Company uses to track metrics, advertisements, clicks, traffic, and other key performance indicators for their private clients. Client does not have to use such software or programs, and confirms any such decision to use it is solely up to Client. Company is not responsible nor liable if Client has a negative experience with any software program.

3. Confidentiality

- a. This Agreement is considered a mutual non-disclosure agreement, meaning both Client and Company agree not to disclose, reveal, or make use of any confidential information learned by either party during discussions, calls, emails, or otherwise. Such “Confidential Information” includes, but is not limited to, financial information, strategy sessions, exercises, advertisement strategies or other methodologies Client learns as a result of working with Company, plans or outlines for future programs or packages, information contained in documents or any other original work created by Company, and any and all other intellectual property (discussed below.)
- b. Client and Company agree that the responsibility to refrain from disclosing or sharing any and all Confidential Information learned as a result of Client working with Company shall survive the expiration of this

Agreement and Company's services. This means Client and Company both agree to continue to keep Confidential Information private, even after the Client's completion of working with Company.

- c. Due to the "group" nature of this Program, Client also understands he/she/they will likely hear confidential information belonging to other participants within Program regarding their business numbers, advertisement metrics, program or launch strategy, and other similar information. Client understands the importance of confidentiality and respect for other participants, and confirms he/she/they will not disclose anything from inside the group coaching calls.
- d. Should Client breach this provision and disclose confidential or proprietary information belonging to Company, Client understands additional action may be taken by Company up to and including legal action.

4. Use of Confidential Information

- a. Although Program is designed as a partial DIY educational academy, Company may have the opportunity to be granted access to Client's personal information, including log-in usernames and passwords throughout the duration of Program. Client agrees it is hereby giving these to Company on a voluntary basis, understands Company will not utilize this information beyond their need, and will not share information with anyone other than their team, who will utilize the information in order to use it for the purpose given ONLY. Client understands Company is not responsible nor liable, nor will Client hold Company responsible or liable, should Client's personal information be shared due to computer hacking or other unauthorized, illegal tampering of Company's business.

5. Intellectual Property Rights

- a. Company will remain the sole and exclusive owner of any and all intellectual property rights in all educational materials provided within Program, including written resources, video trainings, original methods, advertising strategies, and any other works used or shared with Client in connection with Program, including but not limited to Company's advertisement and marketing strategies, documents, charts, emails, systems, processes, handouts, workbooks, tutorial videos, trade secrets, tables, Facebook advertisement strategies, key performance indicator strategies, and other tactics used in Program, per paragraph 1 above. Client agrees it may be granted a limited right to use selected materials in the course of his or her own business but understands that the rights remain with Company. Nothing in this Agreement shall constitute a transfer of ownership of any Intellectual Property from Company to Client, nor grant any license to use the information, other than that which is expressly provided throughout the course of the Program.

b. Use of Data as Success Story

- i. Any successes achieved by Client shared with Company may be used by Company to market and showcase success stories. Client hereby grants Company the right to use any and all data shared with Company for this purpose, including but not limited to: increase in followers, revenue gained, increase in email subscribers, increase in requests to join Facebook communities, increase in product sales as long as Company does not reveal any personally identifying information about Client.

6. Duration of Program

- a. Program will run for four (4) consecutive months; after which time, Client will continue to have access to all materials, but the live calls, support, and other live training and communication elements will end. Client will continue to have access to all training materials for the life of the Program, and as long as the current version is supported by Company.

7. Social Media Account Deactivation

- a. Client understands and agrees that social media account deactivation or freezing, whether temporary or permanent, is always a risk when utilizing social media advertisement. Should this occur, Company will continue supporting Client and continue Program services as outlined herein, with all payments due and payable as originally agreed upon. Client agrees he will not hold Company responsible or liable should Client experience this result prior to, during, or after his/her work with Company. Client understands this account

freezing has nothing to do with Company's methods or strategies, is not a direct or indirect result of Company's teachings, and agrees Company is not liable for any issues with Client's advertising account or social media account(s) in general.

- b. Should account deactivation occur, Client will continue to have access to Program, and Company will assist Client as needed during the designated coaching calls in order to resolve the problem.

8. Payment

- a. Client understands and agrees that by signing this Agreement, Client is financially committing to purchasing the Program in full for two thousand nine hundred ninety-seven U.S. dollars (\$2,997) or via the offered payment plan of four (4) consecutive monthly payments of eight hundred ninety-nine U.S. dollars (\$899). **This payment does not include advertisement fees and costs, to be paid to Facebook directly via Client's Facebook advertisement account.**
- b. While Company may suggest advertising budgets, all ads spend will be solely up to Client, and at Client's own expense and discretion. Program is designed to teach only strategies and funnels and will not require any specific investment into advertisement.

9. Payment Plan:

- a. Company has offered a payment plan for Program, payable in four (4) consecutive monthly payments of \$899, at the beginning of each of the four (4) months. All additional details are outlined in the **Payment Plan Addendum** attached herein.
- b. Should Client fail to make timely payments, or if additional payments are not able to be processed, Client understands: (1) Client will lose access to Program until account is made current, inclusive of all live components; and (2) Client may owe a late fee, to be determined by Company. A payment is to be considered late if not paid within five (5) days of the date it is due. Accounts that have not been paid after 90 days may be turned over to collections, and the balance of Client's account will be come due and payable. If Client's account is turned over to collections, Client understands and agrees he/she is responsible for any and all fees accrued, in addition to the original account outstanding balance. If Client misses any live calls or trainings during this time in which access has been denied due to lack of payment, Client may have access to the recordings for such calls, but will not have a live opportunity to "make up" anything missed.
- c. Company reserves the right to cancel or cease working with Client should he/she fail to make additional payments in accordance with the Payment Plan as agreed upon herein. Should this occur, Client understands he/she is not entitled to a refund of funds already issues to Company in exchange for work completed thus far, and it is up to the sole discretion of Company whether Client is to have continued access to any materials made available to Client during the Program up until payments were missed.

10. Automatic Payment Agreement

- a. Client understands and agrees that he/she will be billed automatically for each of the three (3) additional monthly payments in the payment plan, following the initial month's purchase. Continued access to Program will require recurring monthly payments of \$899. By signing this Agreement, Client understands he/she will be automatically charged each month, in the amount of \$899 via the same card or manner in which the initial payment was made, for the following month of Program. This process will repeat each month until all four payments are made.
- b. By signing below, Client also confirms he/she is giving his/her unequivocal, clear, affirmative consent and agreement to these automatic renewal terms, and that Client understands how to terminate this Agreement before his/her card is automatically charged for the following month.

11. Refund Policy

- a. If after the first 30 days of Program Client has showed up to every coaching call, truly attempted to apply Program to his/her/their business, and genuinely felt it wasn't a fit, Company will provide Client with a

pro-rata refund and release him/her from the Program. Pro-rata refunds will not be offered to those who have failed to show up, nor will there be any refunds given for time already passed within Program.

- b. If Client has elected to proceed under a Payment Plan offered by Company, Client is responsible for the full payment regardless of his or her desire to continue within Program, or participation level. Client's decision to terminate this agreement early DOES NOT relieve Client of his/her obligations to complete a payment plan and pay for Program in full, absent another agreement in writing by Company regarding a pro-rata refund.
- c. Client further agrees and understands that changing his/her mind about the Program, failing to follow through or understand the details of the Program, not experiencing the results he/she expected or desired, or experiencing any other similar situations does not entitle Client to a refund. Client understands he/she is paying for the education, training, and coaching within Program, which are fulfilled by Company upon fulfillment of such services, not a specific result from advertisements.

12. Termination

- a. This Agreement shall be considered ongoing until the end of Program, at which point, the parties' relationship shall end. Provisions regarding confidentiality, intellectual property, and indemnification shall survive termination.
- b. Company reserves the right to terminate Agreement and remove Client from Program in the event that: (i) Client fails to issue payment via the Payment Plan attached, (ii) illness, medical emergency, or any other act of God occur, which renders Company unable to provide the services as outlined, or (iii) Client breach any of the provisions herein, including but not limited to confidentiality, respect and positivity toward Company or other group participants, or any other provision that is violated during Program. Should Company terminate this Agreement based upon (i) above, Client will not be entitled to a refund, nor forgiveness of any money owed. Should Company terminate Agreement based upon (ii) above, Company will forgive future payments owed, and Client will be responsible to pay only for as long as services are rendered.

13. Indemnification and Limitation of Liability

- a. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR FOR ANY LOSS OF PROFITS OR REVENUES HEREUNDER WHETHER IN CONTRACT OR TORT, BASED ON A WARRANTY, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- b. The Parties agree at all times to defend, fully indemnify and hold the other and any affiliates, agents, team members or other party associated harmless from any causes of action, damages, losses, costs, expenses incurred as a result of the other Party's actions or inactions, as well as any third-party claims of any kind (including attorney's fees) arising from his/her actions as a direct or indirect result of Client's participation in Program.
- c. This indemnification also extends to any and all anticipated or actual losses stemming from any social media account freezing or disabling that may happen to Client, or advertisements which do not provide a return on investment, which Client confirms is no fault of Company's and for which he/she does not hold Company responsible nor liable for.

14. Voluntary Participation

- a. Client understands and agrees that he/she is voluntarily choosing to work with Client and purchase Program and understands there is no guarantee of any specific advertisement results.

15. Disclaimer

- a. Client agrees and understands that Company cannot guarantee any specific results, outcomes, or changes to Client's current situation, and will hold Company harmless if he or she does not experience the desired results. Client is entering into this agreement voluntarily and of his or her own free will, and readily understands that he or she may or may not experience results desired or achieved by other clients of Company.

- b. Client understands that all services provided by Company in connection with the Program being purchased are provided on an “as is” basis, meaning it is without any guarantees, representations, or warranties, including but not limited to warranties relating to quality, non-infringement, fitness for a particular purpose, merchantability, or expectation or course of performance. Client is choosing to purchase this Program and learn from Company on a purely voluntary basis and does not hold Company responsible should Client become dissatisfied with any portion of the Program.
- c. Client agrees that he/she does not have a cause of action, legal remedy, and is not entitled to a refund should he/she not achieve the results desired following completion of Program, as long as Company delivers the Program as described in Paragraph 1 above, or similar substitutes, upon additional agreement by Company and Client.
- d. Client understands and agrees that should Company or Company’s team provide any personal technical assistance to Client, including but not limited to editing, creating, updating, or fixing any technical component of his or her business, Client will hold Company harmless for any inadvertent human errors made in the process. This may include (but is not limited to) inadvertently selecting an incorrect item on a dropdown menu during setup, or otherwise making an editable error of similar kind.
- e. Client also understands and agrees to hold Company harmless from any issues – technical or otherwise – arising from the use of any third-party packages or software systems chosen by Client, as well as Facebook account deactivation. Company may provide advice or tips with respect to certain programs or system to select, but Client agrees it is ultimately his or her decision, and agrees Company is not liable or responsible for any malfunction or negative experiences associated with these systems.
- f. Earnings Disclaimer:** Company also does not make any guarantees or assurances regarding a particular financial outcome based on use of information within Program, nor is Company responsible for Client earnings, or any increase or decrease in finances based upon information within Program. Any information or testimonials regarding past or current clients’ participation in Program or working with Company contained on Website or in sales material that contain financial information are individual, and results may vary. Client understands he/she not purchasing a guaranteed increase in business growth or financial gain.

16. Dispute Resolution

- a. Should a dispute arise between Company and Client, the parties agree to attempt to resolve by good-faith negotiations and discussions. (Client agrees that failure to see results is not a basis for a “dispute” and agrees he or she does not hold Company responsible for any specific results, or those results which have been achieved by other clients of Company.) If unable to reach a resolution informally, Client and Company agree that all disputes will be submitted for Arbitration by the American Arbitration Association, to be completed in **New York, NY** within a reasonable amount of time. The decision made by the arbitrator is to be final and binding on both parties and is not to be appealed or otherwise set aside. It is to be enforceable in any court of proper jurisdiction as a judgement of law or decree.

17. Transfer/Sale of Business

- a. In the event Company decides to sell their social media Agency, whether by sale of the assets or by any other means that directly or indirectly transfers the business or its control, this Agreement may be assigned by Company to any individual, company, and/or corporation that may succeed to the business of Company or of the successor by sale of assets, merger, or consolidation, without any change to Client’s obligations. Company will use suitable methods and due diligence to ensure any successor to Company’s business has the requisite knowledge, skill, and ability to take over Company’s responsibilities under this Agreement.

18. Applicable Law

- a. This Agreement shall be governed by and under control of the laws of New York regardless of conflict of law principles, and regardless of location of Client. Client understands this and agrees that the laws of New York are to be applicable here.

19. Amendments

- a. This agreement may be altered, amended, changed, extended, or updated based upon changing laws or minor updates to Program. Client confirms he/she/they will continue to check back and review these Terms of Use throughout Program if there are any questions. Company will notify Client of any major updates to Program warranting an update to these Terms; however, notice will not be given for minor updates.

Client and Company agree this Agreement constitutes the entire agreement between Company and Client, taking place of and superseding any and all prior agreements, discussions, correspondence, or proposals between parties with respect to the Program being purchased only. Client understands that if a portion of the Program or an expectation is not included in this Agreement, it does not apply and is not included within the Program. Client has taken any necessary measures to discuss further and have any questions answered by Company or Company's team, and is in full agreement with the terms outlined herein.

PROGRAM OUTLINE ADDENDUM

Client understands, acknowledges, and agrees he/she is purchasing access to the four (4) month online academy entitled "Empowered Ads Academy." Once the doors close and Program begins, it is to continue for a period of four (4) months. During this time, Client will have group access to the following deliverables:

1. Access to a "Members Only" training portal with nearly thirty (30) video tutorials inside, including topics such as messaging, ideal customer decision journey, launching and testing advertisements, tweaking and scaling funnel and advertisements, front-facing offers, empowered ad systems for growth.
2. Handouts, templates, written resources, and other "cheat sheets" to accompany video tutorials.
3. Eight (8) coaching calls with Company, equaling two (2) per month over the course of the four-month Program;
4. Exclusive access to Company's Facebook Ads Community
5. One weekly "Empowered Hour" tech support calls for the four-month period.
6. A personal accountability advisor who will be available for one (1) monthly 1:1 call, for a total of four one to one accountability calls.

Group Calls: Client understands he/she/they will have access to the above coaching calls, empowered hour tech support calls, and personal accountability calls. For all group calls, Company will provide a schedule ahead of time outlining the call schedule – Client may choose to attend live or watch a recorded training; however, calls will not be rescheduled to fit each group members' personal schedule. Client may have the opportunity to reschedule or update monthly private accountability calls, but agrees to be respectful of time, and will give at least 24 hours' notice should Client need to reschedule a call. Company reserves the right to cancel a private call that Client failed to show up for.