

PAYMENT AUTHORIZATION AND FINANCIAL RESPONSIBILITY TERMS

POSTED TERMS FOR INVOICES, PAYMENT LINKS, AND STEALTHMONARCH.COM

IMPORTANT — READ BEFORE MAKING PAYMENT

These Terms contain final-sale provisions, recurring-payment authorization where selected, personal responsibility for third-party payment devices, collection remedies, binding arbitration, and waivers of jury trial and class proceedings. By submitting or authorizing payment, clicking acceptance, accessing paid services, or continuing after receiving these Terms, Client accepts and agrees to every provision.

These Payment Authorization and Financial Responsibility Terms and Conditions (the “Terms”) govern every client, customer, purchaser, authorized user, and recipient of services (“Client”) who makes or authorizes a payment to Stealth Monarch Management & Consulting, LLC, an Arizona limited liability company (“Stealth Monarch”). Client and Stealth Monarch may each be a “Party” and together the “Parties.”

1. Purpose; Covered Transactions

These Terms apply to every amount Client pays or promises to pay Stealth Monarch, including consultation fees, project fees, deposits, retainers, administrative fees, recurring charges, installment payments, reimbursable expenses, renewals, add-ons, and any amount stated in an invoice, proposal, order form, statement of work, service agreement, payment link, checkout page, or written change authorization (each a “Transaction Document”).

A Transaction Document supplies the specific services, amount, and payment dates. These Terms supply the payment, authorization, default, and dispute provisions. If there is a direct conflict, a later writing expressly approved by Stealth Monarch controls only as to that conflict; otherwise, the documents are read together.

These Terms do not themselves require Stealth Monarch to extend credit or provide a loan. Any installment arrangement is a payment accommodation for contracted services and must be stated in a Transaction Document.

2. Client Eligibility and Authority

2.1 Age and Capacity. Client represents that Client is at least eighteen (18) years old, has legal capacity to contract, and is not using a payment device for an unlawful or fraudulent purpose.

2.2 Entity Authority. If Client acts for a business, trust, nonprofit, estate, or other entity, the individual completing the transaction represents that the individual has authority to bind that entity. That individual remains personally responsible for any false representation of authority and for any payment device supplied in the individual’s own name.

2.3 Accurate Information. Client will provide accurate billing, identity, and contact information and promptly update any change. Stealth Monarch may use reasonable identity and payment-verification measures before beginning or continuing services.

2.4 Acceptance Without Signature. No handwritten or electronic signature is required. Client accepts these Terms by any one or more of the following acts: submitting or authorizing a payment; paying an invoice that displays, attaches, or links to these Terms; selecting a checkbox or button showing acceptance; creating or using an account; accessing paid services or deliverables; or continuing with a transaction after receiving reasonable notice of these Terms. Client should save or print a copy for its records.

3. Payment Authorization

3.1 Present Charges. Client authorizes Stealth Monarch and its payment processors to charge the payment device selected by Client for all amounts expressly shown at checkout, on a payment link, invoice, or Transaction Document accepted by Client.

3.2 Scheduled or Recurring Charges. If a payment schedule or recurring option is selected, Client authorizes charges in the amounts and on the dates stated in the applicable Transaction Document until the stated balance is paid or the stated term ends. This authorization remains effective until all covered obligations are paid, subject to any cancellation right that applicable law cannot waive.

3.3 Card or Account Updates. Client authorizes use of updated payment credentials supplied by Client or lawfully provided through an account-updater service. A declined, expired, replaced, or closed payment device does not cancel Client’s underlying payment obligation.

3.4 Receipts. Electronic receipts, processor confirmations, invoices, account statements, and Stealth Monarch's business records may be used as evidence of authorization and payment, subject to applicable law.

FINAL SALE; NO CANCELLATION, CREDIT, OR TRANSFER

ALL SALES ARE FINAL. EXCEPT WHERE NONWAIVABLE LAW REQUIRES OTHERWISE OR STEALTH MONARCH EXPRESSLY AGREES IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE, CLIENT MAY NOT CANCEL A PURCHASE OR PAYMENT OBLIGATION AND WILL NOT RECEIVE A REFUND, CREDIT, REVERSAL, EXCHANGE, OR TRANSFER TO ANOTHER PERSON, PROJECT, SERVICE, OR DATE.

4. Final-Sale Terms

- 4.1 Earned and Nonrefundable Amounts.** Deposits, retainers, enrollment fees, administrative fees, reservation fees, consultation fees, setup fees, and other amounts identified as nonrefundable are earned upon receipt to the extent permitted by law in consideration of intake, scheduling, capacity reservation, administrative processing, availability, and/or commencement of work.
- 4.2 Client Changes or Nonuse.** Client's change of mind, failure to provide information, delay, absence, nonattendance, nonuse, dissatisfaction with an outcome not guaranteed in writing, inability to obtain third-party approval, or decision to stop a project does not cancel amounts due.
- 4.3 Stealth Monarch Cancellation.** If Stealth Monarch permanently cancels a service before providing any material work and no substitute or rescheduling is offered, Stealth Monarch will provide only the remedy, if any, required by applicable law or stated in the governing Transaction Document.
- 4.4 No Oral Exceptions.** An employee, contractor, referral source, or salesperson cannot alter these terms orally. Any exception must be in a writing signed by an authorized Stealth Monarch representative.

5. Third-Party Payment Device

- 5.1 Advance Permission.** If Client presents, enters, taps, inserts, swipes, uploads, links, or otherwise uses a card, bank account, digital wallet, mobile phone, computer, payment credential, or other payment device belonging to another person ("Device Owner"), Client represents and warrants that the Device Owner gave Client express permission in advance for the specific charge and, if applicable, every scheduled or recurring charge described in the Transaction Document.
- 5.2 Proof of Permission.** Upon request, Client will promptly provide reasonable written proof of the Device Owner's authorization. Stealth Monarch may reject or pause a payment or service until verification is complete.
- 5.3 Client's Personal Liability.** Client is independently and personally liable for the full purchase price and all other amounts due, even if the Device Owner revokes permission, claims the charge was unauthorized, closes the account, stops payment, or initiates a dispute, reversal, retrieval request, or chargeback.
- 5.4 Reimbursement and Indemnity.** To the fullest extent permitted by law, Client will reimburse, defend, indemnify, and hold harmless Stealth Monarch and its members, managers, employees, contractors, agents, and processors from losses arising from Client's unauthorized or disputed use of a third party's payment device, including the reversed amount, processor penalties, chargeback fees, investigation expenses, collection costs, court or arbitration costs, and reasonable attorneys' fees. This provision does not require Client to indemnify a protected party for that party's fraud, willful misconduct, or liability that applicable law prohibits shifting.
- 5.5 No Release of Device Owner.** Stealth Monarch's acceptance of a third-party payment does not release Client or make the Device Owner the contracting client unless Stealth Monarch expressly agrees in writing.

6. Payment Disputes and Chargebacks

- 6.1 Direct Notice First.** Before initiating a payment dispute, Client will give Stealth Monarch written notice describing the charge and the specific claimed error and allow twenty (20) business days to investigate and respond, unless waiting would forfeit a nonwaivable legal or card-network deadline.
- 6.2 No False or Bad-Faith Disputes.** Client will not falsely claim that a charge was unauthorized, that services were not ordered, or that a final-sale transaction was cancellable. Client will not initiate or assist a chargeback, stop-payment request, ACH return, wallet dispute, or bank reversal merely to avoid a valid contractual obligation.
- 6.3 Cooperation.** Client authorizes Stealth Monarch to provide these Terms, Transaction Documents, communications, acceptance records, IP/device records, service records, and proof of authorization to a financial institution, payment network, processor, collection agency, arbitrator, court, or law-enforcement agency as reasonably necessary to respond to a dispute or investigate suspected fraud.

6.4 Amounts Remain Due. A pending dispute does not eliminate the underlying debt. If a charge is reversed and the obligation is later determined valid, Client must immediately pay the reversed amount plus actual chargeback fees, processor fees, and reasonable enforcement costs, subject to applicable law.

6.5 Preserved Rights. Nothing in this section waives a right or remedy that applicable law does not permit Client to waive, including the right to report genuine fraud or billing error. This section prohibits false, abusive, or bad-faith disputes; it does not require the Client to misstate facts to a bank or payment provider.

7. Amounts Due; Late Payment; Default

7.1 Due Dates. All amounts are due on the dates stated in the Transaction Document. Time is of the essence. Client must pay without deduction, setoff, or withholding except as required by law.

7.2 Failed-Payment Costs. For each failed or reversed payment, Client will pay the actual fee charged to Stealth Monarch by its processor or financial institution plus any separate returned-payment fee stated in the Transaction Document, and always the maximum amount that applicable law allows.

7.3 Late Charge and Interest. An overdue balance accrues interest at one and one-half percent (1.5%) per month (18% per year) or the maximum lawful rate, whichever is more, beginning after any legally required grace period. Any stated late or administrative charge applies only to the extent lawful and will be reduced automatically to the lawful maximum rather than voiding the obligation.

7.4 Default. Client defaults by failing to pay when due; providing materially false authorization or billing information; breaching Sections 2, 5, or 6; becoming insolvent; or repudiating a payment obligation.

7.5 Remedies. After default and any notice or cure period required by law, Stealth Monarch may suspend or terminate services, revoke access, withhold unfinished deliverables to the extent lawful, cancel any payment accommodation, accelerate the unpaid balance, refer the account for collection, and pursue any cumulative remedy available under these Terms or law.

7.6 Application of Payments. Stealth Monarch may apply payments first to collection costs and lawful fees, then to accrued interest, and then to principal, unless applicable law requires a different order.

8. Collection and Enforcement Costs

To the fullest extent permitted by law, a Client in default must reimburse Stealth Monarch for reasonable, documented costs actually incurred to collect or enforce a valid obligation, including collection-agency charges, skip-tracing expenses, filing and service fees, arbitration fees, court costs, expert fees, and reasonable attorneys' fees. Any recovery is subject to the arbitrator's or court's authority, applicable consumer protections, and A.R.S. § 12-341.01 where applicable. No provision authorizes a penalty or a fee prohibited by law.

9. No Guarantee; Third Parties

9.1 No Guaranteed Outcome. Payment purchases Stealth Monarch's agreed services, time, work product, access, or capacity—not a guaranteed result, approval, filing outcome, funding decision, court decision, government action, sales volume, profit, or third-party response unless a specific written guarantee is included in a signed Transaction Document.

9.2 Third-Party Charges and Decisions. Government agencies, courts, financial institutions, insurers, platforms, vendors, and other third parties control their own requirements, fees, timing, and decisions. Their delay, rejection, rule change, or refusal does not automatically entitle Client to a refund from Stealth Monarch.

9.3 Client Cooperation. Client is responsible for timely instructions, approvals, accurate information, requested documents, attendance, and legally required signatures. Stealth Monarch is not responsible for delay or added expense caused by Client's failure to cooperate.

10. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, STEALTH MONARCH WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS, LOST OPPORTUNITY, OR LOSS OF DATA, ARISING FROM A PAYMENT TRANSACTION OR PAYMENT SUSPENSION. STEALTH MONARCH'S AGGREGATE LIABILITY ARISING FROM THESE TERMS WILL NOT EXCEED THE AMOUNT CLIENT ACTUALLY PAID TO STEALTH MONARCH UNDER THE SPECIFIC TRANSACTION GIVING RISE TO THE CLAIM. These limitations do not apply to liability that applicable law does not permit the Parties to limit.

11. Required Informal Dispute Process

Before filing arbitration or a lawsuit (other than an eligible small-claims matter or a request for urgent temporary relief), the complaining Party must send a signed written Notice of Dispute identifying the Parties, transaction, relevant facts, amount at issue, and requested relief. The recipient has thirty (30) days after receipt to investigate and attempt resolution. Any limitations period is tolled during that thirty-day period to the extent permitted by law.

BINDING ARBITRATION; JURY AND CLASS-ACTION WAIVER

PLEASE READ SECTION 12 CAREFULLY. EXCEPT FOR ELIGIBLE SMALL-CLAIMS MATTERS AND LIMITED COURT RELIEF, DISPUTES WILL BE DECIDED BY A NEUTRAL ARBITRATOR, NOT BY A JUDGE OR JURY. CLAIMS MUST BE BROUGHT INDIVIDUALLY, NOT AS A CLASS OR REPRESENTATIVE ACTION.

12. Dispute Resolution

- 12.1 Agreement to Arbitrate.** After completing Section 11, any dispute, claim, or controversy arising out of or relating to these Terms, a Transaction Document, services, payment, authorization, chargeback, collection, advertising, or the Parties' relationship—including issues of formation, enforceability, scope, or interpretation—will be resolved by binding arbitration administered by the American Arbitration Association ("AAA"), except as stated below.
- 12.2 Applicable Rules.** If the transaction is for personal, family, or household purposes, the AAA Consumer Arbitration Rules and Consumer Due Process Protocol apply. Otherwise, the AAA Commercial Arbitration Rules apply. If this clause conflicts with a mandatory AAA consumer rule, the mandatory rule controls. If AAA declines to administer solely because a provision is inconsistent with its consumer standards, that provision will be severed or modified to the minimum extent necessary and the Parties will use AAA or, if unavailable, another mutually agreed neutral administrator.
- 12.3 Place and Method.** The legal seat of arbitration is Bullhead City, Mohave County, Arizona. Hearings may occur by telephone, video, document submission, or in person as the applicable rules or arbitrator permit. A consumer may select any hearing location or remote method required by applicable law or mandatory AAA rule.
- 12.4 Fees and Remedies.** Fees will be allocated under the applicable AAA rules and law. The arbitrator may award every individual remedy available in court, including injunctive relief and, where authorized, attorneys' fees and costs. The arbitrator will issue a reasoned written award. Judgment may be entered in any court with jurisdiction.
- 12.5 Small Claims and Temporary Relief.** Either Party may bring an individual claim in a court of competent small-claims jurisdiction if the claim remains eligible and is pursued only individually. Either Party may seek temporary or provisional relief from a court to preserve the status quo, protect confidential information or intellectual property, prevent fraud, or secure arbitration; doing so does not waive arbitration.
- 12.6 Individual Proceedings Only.** To the fullest extent permitted by law, disputes must proceed only on an individual basis. Neither Party may act as a class representative or member or participate in a class, collective, consolidated, mass, private-attorney-general, or representative proceeding. The arbitrator may not combine claims of different persons without every affected Party's written consent. A court, not an arbitrator, will decide any challenge to this subsection.
- 12.7 Jury Waiver.** For any dispute permitted to proceed in court, each Party knowingly and voluntarily waives trial by jury to the fullest extent permitted by law.
- 12.8 Thirty-Day Arbitration Opt-Out.** Client may opt out of Sections 12.1 through 12.7 by sending written notice stating Client's full legal name, contact information, invoice or transaction number, date of first acceptance, and clear decision to opt out. The notice must be received through the notice method in Section 14 within ten (10) business days after Client first accepts these Terms. Opting out affects only arbitration and does not cancel the transaction or any payment obligation.

13. Arizona Law; Courts

These Terms and each covered transaction are governed by the laws of the State of Arizona, without regard to conflict-of-laws rules, together with applicable federal law and applicable ordinances of the City of Bullhead City. Subject to Section 12 and any nonwaivable consumer venue right, the state and federal courts located in Mohave County, Arizona have exclusive jurisdiction and venue over any court proceeding arising from these Terms. Each Party consents to personal jurisdiction there. References to Bullhead City identify the agreed location and applicable ordinances; they do not create municipal law where state or federal law controls.

14. Notices and Communications

- 14.1 Notices to Stealth Monarch.** Client must send a payment dispute, arbitration opt-out, or other formal notice through the contact form or other notice method designated on StealthMonarch.com at the time notice is sent, clearly marked "Payment Dispute" or "Arbitration Opt-Out," as applicable. If an invoice identifies a different notice method for the transaction, Client may use that method.
- 14.2 Client Notices.** Notices to Client may be sent to the postal address, email address, telephone number, account portal, or other contact method Client supplied. Client consents to transactional calls, texts, and emails relating to billing, authentication, services, account security, and collection, subject to applicable law.

14.3 Receipt. Email notice is received when sent without a delivery-failure notice; personal delivery when delivered; nationally recognized overnight delivery on the next business day; and certified mail three (3) business days after deposit. A Notice of Dispute or arbitration opt-out to Stealth Monarch is effective only upon actual receipt.

15. Electronic Records and Acceptance

The Parties consent to electronic records, disclosures, checkboxes, invoice links, website notices, payment-link acceptance, and account workflows. Client's acceptance under Section 2.4 has the same contractual effect as a signature to the extent provided by applicable law, including A.R.S. § 44-7007. Stealth Monarch may retain electronic records showing presentation and acceptance of these Terms. Client may save or print a copy.

16. General Terms

16.1 Entire Agreement. These Terms and incorporated Transaction Documents contain the complete agreement about payment and financial responsibility and supersede prior discussions on those subjects.

16.2 Posted Revisions. Stealth Monarch may publish revised Terms prospectively. Unless Client expressly accepts a revision for an existing transaction, the version presented with or linked from the applicable invoice, checkout, payment authorization, or transaction controls that transaction. A revision will not retroactively increase an existing payment obligation without Client's consent.

16.3 Severability and Reformation. If a provision is invalid or unenforceable, it will be enforced to the maximum lawful extent and, where permitted, modified narrowly to make it enforceable. The remainder stays effective. Section 12.6 is severable as stated there.

16.4 No Waiver. A delay or failure to enforce a right is not a waiver. A waiver applies only to the specific instance and must be written.

16.5 Assignment. Client may not assign or transfer these Terms, a payment, service, credit, or project without Stealth Monarch's prior written consent. Stealth Monarch may assign receivables or these Terms in connection with collection, financing, merger, sale, reorganization, or transfer of substantially all relevant assets, subject to applicable law.

16.6 Headings; Interpretation. Headings are for convenience. "Including" means "including without limitation." These Terms will not be construed against a Party merely because that Party drafted them.

16.7 Survival. Payment obligations and Sections 4 through 16 survive completion, suspension, cancellation, termination, charge reversal, or expiration to the extent necessary to give them effect.

16.8 Opportunity to Review. Client acknowledges having an opportunity to read these Terms, ask questions, and seek independent legal advice before submitting or authorizing payment or otherwise accepting them.