

# Terms & Conditions

Welcome to the **Overflow Challenge** marketing funnel (the “Funnel”), including its landing pages, opt-in forms, confirmation pages, checkout pages, and any related pages hosted on **WWW.THEOVERFLOWCHALLENGE.COM** (collectively, the “Site”). By accessing or using the Site, you agree to these Terms & Conditions (the “Terms”). If you do not agree, please do not use the Site.

## 1) Who we are

“We,” “us,” and “our” refer to **Jeanith Padilla** (and any affiliated business entity). Contact: support@yourenergyboosteracademy.com.

## 2) Use of the Funnel

- **The Funnel provides access to a time-boxed challenge, free resources, trainings, and subsequent offers for courses, coaching, or digital products.**
- **You must be at least 18 years old (or the age of majority in your jurisdiction) to participate.**
- **Do not attempt to interfere with the operation of the Site or use it for any unlawful purpose.**

## 3) Emails, SMS & Notifications

- **By opting in, you consent to receive challenge-related communications, reminders, and promotional updates via email. You can unsubscribe at any time using the link in our emails.**
- ***Optional SMS:* If you provide your mobile number and explicitly agree, you consent to receive text messages for reminders and promotions. Message & data rates may apply. Message frequency varies. Text STOP to opt out; HELP for help.**

## 4) Payments, Billing & Refunds

- **Some offers within or after the Challenge may be paid. Payments are processed by third-party providers (e.g., Stripe, PayPal, course platforms). We do not store full card details.**
- **Unless a specific sales page states otherwise, digital products and downloads are non-refundable once accessed. If a refund window applies, it will be clearly stated on the relevant checkout page.**

## 5) Intellectual Property

- **All challenge materials, recordings, slides, downloads, and bonuses are protected by copyright and other IP rights.**
- **We grant a limited, non-transferable, personal license to use purchased materials for your own use. Resale, distribution, or sharing is prohibited unless expressly permitted.**

## 6) Community Guidelines

- **Be respectful. Harassment, hate speech, spamming, and unlawful content are not allowed in any challenge groups or comment areas.**
- **We may remove any content or participant that violates these guidelines.**

## **7) Testimonials & Results Disclaimer**

Testimonials represent individual experiences and are not a guarantee of results. Your outcomes depend on many factors including diligence, skills, timing, and market conditions.

## **8) Health/Business/Financial Disclaimer**

Content provided is educational. We do not provide medical, legal, tax, or financial advice. Consult qualified professionals for personal advice.

## **9) Third-Party Links & Pixels**

The Site may include links to third-party sites and may use third-party pixels (e.g., Meta/Google) for analytics and advertising. We do not control third-party sites and are not responsible for their content or practices.

## **10) Limitation of Liability**

To the maximum extent permitted by law, we are not liable for indirect, incidental, special, consequential, or punitive damages, or loss of profits, data, or goodwill. Our aggregate liability will not exceed the greater of US\$100 or the amount you paid (if any) in the 12 months before the claim.

## **11) Indemnification**

You agree to indemnify and hold us harmless from claims, damages, liabilities, and expenses arising out of your use of the Site or violation of these Terms.

## **12) Governing Law & Disputes**

These Terms are governed by the laws of Tennessee, USA. Any dispute will be resolved exclusively in the state or federal courts located in Davidson County, Tennessee.

## **13) Changes to Terms**

We may update these Terms by posting a revised version on this page. Continued use after changes means you accept the updated Terms.

## **14) Contact**

Questions? Email [support@yourenergyboosteracademy.com](mailto:support@yourenergyboosteracademy.com).

Effective date: **October 1, 2025**