

You are purchasing access for one (1) person to White Label Funnel Agency (referred to below as the “White Label Funnel Agency Product,” the “White Label Funnel Agency Program,” “White Label Funnel Agency” or the “Program”) from Fast Funnels Ltd. (the “Company,” “we,” or “us”). You must be at least 13 years of age or older to purchase access to the White Label Funnel Agency Product.

The White Label Funnel Agency Product includes live course access, software, templates, course content and materials, other information and materials furnished by the Company (collectively, “Content”) and access to a website for members of the Program (the “Site”). By purchasing access to the White Label Funnel Agency Product, you and the Company hereby agree to these Terms and Conditions of Purchase and the Company’s Terms of Use and Privacy Policy (collectively, this “Agreement”) following legal terms and conditions that govern your use of the White Label Funnel Agency Product and that form a legal agreement between you and the Company. In the event of any conflict between these Terms and Conditions of Purchase and the Terms of Use or Privacy Policy, these Terms and Conditions of Purchase shall control.

THE SECTIONS BELOW TITLED “BINDING ARBITRATION” AND “CLASS ACTION WAIVER” CONTAIN A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. THEY AFFECT YOUR LEGAL RIGHTS. PLEASE READ THEM.

PAYMENT POLICY

You are responsible to pay for the White Label Funnel Agency Product in full (including all applicable sales and other taxes or fees) and for providing us with a valid credit card or other payment method. If you select the payment plan, your card will be charged the first payment of \$497 USD when you register and subsequent payments of \$497 USD will be charged on the same day of the month for 11 months, totaling \$5964 USD. If you have selected a payment plan and you miss a payment, your account status will be changed to “delinquent.” You will immediately lose access to future Modules and Bonuses and your access to the Site and all Content will be revoked seven (7) days after

your payment is declined. You will also not receive access to future versions of the Program as it's released until all payments are made in full.

If your account remains in delinquent status for longer than sixty (60) days, the Company reserves the right to report any delinquent balance owed to a credit reporting bureau and/or collections agency subject to the Company's sole discretion until the account is caught up and in good standing.

To be clear, White Label Funnel Agency is not a subscription payment model that can be cancelled or a "pay in part" program where you can pay only for access to certain Modules and not others. This is a full immersion program, and your payment plan is a convenience that we offer so that you can make the price sustainable.

The Refund Policy outlined below also applies to payment plans and you will be responsible for all payments in the payment plan.

REFUND POLICY

Due to the nature of the digital downloadable goods supplied with the White Label Funnel Agency there are no refunds.

We do however guarantee that all the content supplied is as described in our sales material and that in the event there are any broken templates, they will be fixed promptly and free of charge.

Please do not enrol in White Label Funnel Agency if you just want to "check it out." We put an extraordinary amount of time and effort into this Program, and we expect you to do the same. White Label Funnel Agency is for serious students only who understand it takes time to grow a business.

INTELLECTUAL PROPERTY

You agree that the White Label Funnel Agency Product contains proprietary Content that is owned by the Company and/or its licensors and is protected by copyright, trademark and other applicable intellectual property laws.

The Company provides you with the White Label Funnel Agency templates with full resale rights providing that:

1. They are not uploaded to illegal digital content sharing sites
2. The templates are not publicly given away for free
3. Used as an affiliate bonus to sign up for Kartra, Fast Funnels or any other platform that the templates are built for
4. They are not used to start your own White Label Funnel service
5. They are only sold to an end user who and that the end user is granted no resale rights of the template themselves

You agree that you will not use such proprietary Content in any way whatsoever except for use in compliance with this Agreement. You will not use the White Label Funnel Agency Product or the Content available in the Product in a manner that constitutes an infringement of the Company's rights or that has not been authorised in writing by the Company.

THE USE OF THE COMPANY'S White Label Funnel Agency PRODUCT, EXCEPT AS PERMITTED IN THIS AGREEMENT, IS STRICTLY PROHIBITED AND INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF THE COMPANY AND OTHERS AND MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES, INCLUDING POSSIBLE MONETARY DAMAGES, FOR COPYRIGHT AND OTHER INFRINGEMENT.

Company trademarks, service marks, graphics, and logos used in connection with the White Label Funnel Agency Product are common law trademarks or registered trademarks of the Company. You are granted no right or licence with respect to any of the aforesaid trademarks.

The White Label Funnel Agency Product includes access for one (1) person. Upon registration, you will receive one username, password, and member profile for use during the live course and in the private member section of the Site.

If you would like to take White Label Funnel Agency along with a business partner or collaborator, you will need to each purchase the course individually unless otherwise previously agreed. Additionally, if you are interested in having your assistant or your entire team access the White Label Funnel Agency, please contact us in advance.

PRIVACY AND CONFIDENTIALITY

The White Label Funnel Agency Product is subject to the Company's Privacy Policy. The Company does not knowingly collect personal information from children under the age of 13 and does not wish to do so. The Company reserves the right to request proof of age so that it can verify that minors under the age of 13 are not using the White Label Funnel Agency Product.

We respect your privacy and must insist that you respect the privacy of other people that participate in the Program ("White Label Funnel Agency Participants" or "Program Participants").

By purchasing access to the Program, you agree:

- not to infringe any copyright, patent, trademark, trade secret or other intellectual property rights of the Company or the Program Participants;
- that any confidential information shared by White Label Funnel Agency Participants or any of the Company's representatives is confidential and proprietary and belongs solely and exclusively to the Participant who discloses it or to the Company;
- not to disclose such confidential information to any other person or use it in any manner other than in discussion with other White Label Funnel Agency Participants during training sessions;

- that all Content provided to you by the Company is the Company's confidential and proprietary information and intellectual property, belong solely and exclusively to the Company, and may be used by you only as authorised by the Company;
- the reproduction, distribution and sale of the Content by anyone other than the Company is strictly prohibited; and
- that if you violate, or threaten to violate, any of your agreements contained in this paragraph we will be entitled to, among other things, injunctive relief to prohibit such violations.

While you are free to discuss your personal results from the Program and training, you must keep the experience and statements, oral or written, of all other participants in the strictest of confidence.

White Label Funnel Agency MEMBER AREA COMMUNITY RULES

No Solicitation Within the White Label Funnel Agency Member Area or Facebook group:

The White Label Funnel Agency community is about learning how to get customers, but is not about trying to turn other White Label Funnel Agency Participants into your customers. You are not permitted to offer your services, sell your programs or products, or invite White Label Funnel Agency Participants to join other social networks, groups, or programs. This is a space for learning and is a pitch-free, solicitation-free and sales-free environment. Sharing affiliate links within the White Label Funnel Agency Member Area is not permitted unless prior agreement has been reached.

Your failure to comply with these terms will result in immediate termination of your participation in the White Label Funnel Agency Program without refund.

THIRD-PARTY MATERIALS AND WEBSITES

The Company may provide links to third-party materials and websites as a convenience to you and other White Label Funnel Agency Participants. Any third-party materials or websites are not part of the White Label Funnel Agency Program and they may be either

withdrawn or terminated at any time without any liability on the part of the Company. You agree that you will be responsible for all payment and other obligations associated with your use of any and all third-party materials and websites. In addition, you agree that the Company is not responsible for examining and evaluating the content and accuracy of any third-party materials and websites, and the Company does not warrant and will not have any liability or responsibility for any third-party materials or websites or for any other materials, products, or services of third-parties. You further agree that you will not use any third-party materials and websites in a manner that would infringe or violate the rights of any other party and that the Company will not be liable for your improper use of third-party materials and websites.

DISCLAIMER

THE White Label Funnel Agency PRODUCT, THE SITE, THE CONTENT, AND ANY OTHER MATERIALS PROVIDED BY US HEREUNDER ARE PROVIDED “AS IS” AND “AS AVAILABLE” BASIS WE DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES’ RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE IN CONNECTION WITH THE PRODUCTS.

When addressing financial matters in any of our websites, videos, newsletters, programs or other Content, we’ve taken all reasonable efforts to ensure that we accurately represent our programs and their potential to grow your business and improve your life. However, the Company does not guarantee that you will get any results or earn any money using any of our ideas, tools, strategies or recommendations, and nothing in the Program, Content, or Site is a promise or guarantee to you of future earnings.

YOU EXPRESSLY AGREE THAT YOUR USE OR INABILITY TO USE THE White Label Funnel Agency PRODUCT IS AT YOUR SOLE RISK. By purchasing access to the White Label Funnel Agency Product, you accept, agree, and understand that you are fully

responsible for your progress and results from your participation and that we offer no representations, warranties, or guarantees verbally or in writing regarding your earnings, business profit, marketing performance, audience growth, or results of any kind. You alone are responsible for your actions and results in life and business which are dependent on personal factors including, but not necessarily limited to, your skill, knowledge, ability, dedication, business savvy, network, and financial situation, to name just a few. You also understand that any testimonials or endorsements by our customers or audience represented on our programs, websites, content, landing pages, sales pages, or offerings have not been scientifically evaluated by us and the results experienced by individuals may vary significantly. Any statements outlined on our websites, programs, Content, and offerings are simply our opinion and thus are not guarantees or promises of actual performance. We offer no professional legal, medical, psychological, or financial advice.

ADDITIONAL TERMS AND CONDITIONS

1) **GOVERNING LAW.** You and the Company have entered into this Agreement in the State of New York and agree that the validity, interpretation, and legal effect of this Agreement, as well as all disputes among you and the Company, shall be determined in accordance with the laws of the State of New York, United States of America, without regard to conflicts of law principles that would dictate the application of the law of a different jurisdiction.

2) **AS SET FORTH IN OUR PRIVACY POLICY, THE COMPANY SHALL USE REASONABLE EFFORTS TO PROTECT INFORMATION SUBMITTED BY YOU IN CONNECTION WITH YOUR PURCHASE AND USE OF THE White Label Funnel Agency PRODUCT, BUT YOU AGREE THAT YOUR SUBMISSION OF SUCH INFORMATION IS AT YOUR SOLE RISK.**

3) **NON-DISPARAGEMENT.** You agree that you will not engage in any conduct or communications with a third party, public or private, designed to disparage the

Company, White Label Funnel Agency, or Fast Funnels Ltd, including, but not limited to, any remark, comment, message, information, declaration, campaign, communication, or other statement of any kind, whether verbal, in writing, electronically transferred, or otherwise, that might reasonably be construed to be derogatory, defamatory, libellous, or slander.

4) BINDING EFFECT. This Agreement shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators, and permitted assigns of the parties. You have no right to assign this Agreement, by operation of law or otherwise. The White Label Funnel Agency Product is a non-transferable program.

5) TERMINATION. The Company is committed to providing all customers in the Program with a positive Program experience. If you fail, or the Company suspects that you have failed, to comply with any of the provisions of this Agreement, the Company, in its sole discretion and without notice to you, may: (a) limit, suspend, or terminate your participation in the White Label Funnel Agency Program without refund or forgiveness of monthly payments; and/or (b) terminate this Agreement.

Your obligations to the Company under this Agreement will survive expiration or termination of this Agreement for any reason.

6) CHANGES. The Company reserves the right at any time to modify this Agreement and to impose new or additional terms or conditions on your use of the White Label Funnel Agency Product. Such modifications and additional terms and conditions shall be effective immediately and incorporated into this Agreement. Your continued use of the White Label Funnel Agency Product will be deemed your acceptance thereof. The changes may be listed in an area accessible to you on the Site or you may be notified by either e-mail or postal mail. If you have any questions, please contact our legal department directly at info@prevaildigitalmedia.com.

7) INDEMNIFICATION. You agree to defend, indemnify, and hold harmless the Company, its owners, officers, employees, contractors, directors, licensors, related entities, affiliates, and successors from and against any and all liabilities and expense whatsoever, including, without limitation, claims, damages, judgments, awards, settlements, investigations, costs, attorneys' fees, and disbursements, which any of such parties may incur or become obligated to pay arising out of or resulting from your breach of this Agreement and/or your misuse of the White Label Funnel Agency Product. You shall defend the Company in any legal actions, regulatory actions, or the like arising from or related to this Agreement. You recognize and agree that all of the Company's owners, officers, employees, shareholders, trustees, affiliates, and successors shall not be held personally responsible or liable for any actions or representations of the Company.

8) BINDING ARBITRATION. In the event of a dispute arising under or relating to this Agreement or the Program (each, a "Dispute"), either party may elect to finally and exclusively resolve the dispute by binding arbitration governed by the Federal Arbitration Act ("FAA"). Any election to arbitrate, at any time, shall be final and binding on the other party. IF EITHER PARTY CHOOSES ARBITRATION, NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL, EXCEPT EITHER PARTY MAY BRING ITS CLAIM IN ITS LOCAL SMALL CLAIMS COURT, IF PERMITTED BY THAT SMALL CLAIMS COURT RULES AND IF WITHIN SUCH COURT'S JURISDICTION. ARBITRATION IS DIFFERENT FROM COURT, AND DISCOVERY AND APPEAL RIGHTS MAY ALSO BE LIMITED IN ARBITRATION. All disputes will be resolved before a neutral arbitrator selected jointly by the parties, whose decision will be final, except for a limited right of appeal under the FAA. The arbitration shall be commenced and conducted by JAMS pursuant to its then current Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those rules, or, where appropriate, pursuant to JAMS' Streamlined Arbitration Rules and Procedures. All applicable JAMS' rules and procedures are available at the JAMS website www.jamsadr.com. Each party will be responsible for paying any JAMS filing, administrative, and arbitrator fees in accordance

with JAMS rules. Judgement on the arbitrator's award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitration may be conducted in person, through the submission of documents, by phone, or online. If conducted in person, the arbitration shall take place in the United States county where you reside. The parties may litigate in court to compel arbitration, to stay a proceeding pending arbitration, or to confirm, modify, vacate, or enter judgement on the award entered by the arbitrator. The parties shall cooperate in good faith in the voluntary and informal exchange of all non-privileged documents and other information (including electronically stored information) relevant to the Dispute immediately after commencement of the arbitration. As set forth in Section 8(J) below, nothing in this Agreement will prevent the Company from seeking injunctive relief in any court of competent jurisdiction as necessary to protect its proprietary interests.

9) CLASS ACTION WAIVER. You agree that any arbitration or proceeding shall be limited to the Dispute between us and you individually. To the full extent permitted by law, (i) no arbitration or proceeding shall be joined with any other; (ii) there is no right or authority for any Dispute to be arbitrated or resolved on a class action-basis or to utilise class action procedures; and (iii) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

10) EQUITABLE RELIEF. You acknowledge and agree that in the event of a breach or threatened violation of the Company's intellectual property rights and confidential and proprietary information by you, the Company will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement. The Company may, without waiving any other remedies under this Agreement, seek from any court having jurisdiction any interim, equitable, provisional, or injunctive relief that is necessary to

protect its rights and property pending the outcome of the arbitration referenced above. You hereby irrevocably and unconditionally consent to the personal and subject matter jurisdiction of the federal and state courts in the State of New York, Borough of Manhattan for purposes of any such action by the Company.

11) ENTIRE AGREEMENT. This Agreement constitutes the entire understanding and agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements, or conditions, express or implied, written or oral, between the parties.

12) COMPLIANCE WITH LAW. The parties shall comply with all applicable laws in performing this Agreement. Whenever there is any conflict between any provision of this Agreement and any applicable law, the applicable law shall prevail.

13) NO WAIVER. The failure of any party to insist on the performance of any obligation hereunder shall not be deemed to be a waiver of such obligation. Waiver of any breach of any provision shall not be deemed to be a waiver of any other breach of such provision or any other provision.