

# **Terms and Conditions**

Last Updated: May 21, 2025

### 1. Introduction

Welcome to Founder Power Up ("we," "our," or "us"). By accessing or using our website at founderpowerup.com (the "Site"), you agree to be bound by these Terms and Conditions ("Terms"). Please read these Terms carefully before using our Site.

### 2. Acceptance of Terms

By accessing our Site, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree with any part of these Terms, you must not use our Site.

#### 3. Modification of Terms

We reserve the right to modify these Terms at any time. Any changes will be effective immediately upon posting the updated Terms on the Site. Your continued use of the Site after any such changes constitutes your acceptance of the new Terms.

### 4. Services Description

Founder Power Up provides entrepreneurship coaching, resources, guides, workbooks, and related services ("Services") to help entrepreneurs develop their mindset and business skills.

#### 5. User Accounts

# 5.1 Registration

To access certain features of the Site or Services, you may be required to register for an account. You agree to provide accurate and complete information during registration and to update such information to keep it accurate and current.

# **5.2** Account Security

You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You agree to notify us immediately of any unauthorized use of your account.

#### 6. User Conduct

You agree not to:

- Use the Site for any illegal purpose or in violation of any local, state, national, or international law
- Interfere with or disrupt the Site or servers or networks connected to the Site
- Attempt to gain unauthorized access to any portion of the Site
- Collect or store personal data about other users without their express consent
- Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity

## 7. Intellectual Property Rights

#### 7.1 Our Content

All content on the Site, including but not limited to text, graphics, logos, images, audio clips, digital downloads, data compilations, and software, is the property of Founder Power Up or its content suppliers and is protected by international copyright laws. The compilation of all content on the Site is the exclusive property of Founder Power Up and is protected by international copyright laws.

### 7.2 Limited License

We grant you a limited, non-exclusive, non-transferable, and revocable license to access and use the Site and our content for personal, non-commercial purposes only.

#### 7.3 Restrictions

You may not:

- Modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative
  works from, transfer, or sell any information, software, products, or services obtained from the
  Site without our prior written consent
- Use any content for commercial purposes without our express written consent
- Remove any copyright, trademark, or other proprietary notices from any content

# 8. Payment Terms

#### **8.1 Fees**

Fees for our Services are as set forth on the Site. All fees are in Dollars and are non-refundable except as provided in Section 8.3 of these Terms.

#### **8.2 Payment Processing**

We use third-party payment processors to process payments. By making a purchase, you agree to the terms and privacy policies of these third-party services.

# **8.3 Refund Policy**

For online courses, we offer a 14-day satisfaction guarantee. If you are not satisfied with your purchase, you may request a refund within 14 days of purchase by contacting <a href="https://hello@founderpowerup.com">hello@founderpowerup.com</a>.

For refund eligibility:

- Requests must be made within 14 days of purchase
- For courses, you must have completed no more than 25% of the course material
- You must provide feedback explaining why the product did not meet your expectations

One-time downloadable products such as PDF guides and workbooks are non-refundable once downloaded, as they cannot be returned or access revoked.

We reserve the right to refuse refunds if we detect abuse of our refund policy or if refunds are requested repeatedly by the same customer.

# 9. Privacy Policy

Your use of the Site is also governed by our Privacy Policy, which can be found at [link to Privacy Policy]. By using the Site, you consent to the terms of our Privacy Policy.

#### 10. Disclaimers

#### 10.1 No Guarantees

We do not guarantee that the use of our Services will result in any particular outcome or level of success. Results vary depending on numerous factors, including your commitment, business conditions, and market circumstances.

#### 10.2 Site "As Is"

The Site and Services are provided on an "as is" and "as available" basis without any warranties of any kind, either express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.

# 11. Limitation of Liability

In no event shall Founder Power Up, its officers, directors, employees, or agents be liable for any indirect, incidental, special, consequential, or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from:

- Your access to or use of or inability to access or use the Site or Services
- Any conduct or content of any third party on the Site
- Any content obtained from the Site
- Unauthorized access, use, or alteration of your transmissions or content

### 12. Indemnification

You agree to defend, indemnify, and hold harmless Founder Power Up, its officers, directors, employees, and agents, from and against any claims, liabilities, damages, losses, and expenses, including without

limitation reasonable attorney's fees and costs, arising out of or in any way connected with your access to or use of the Site or Services, or your violation of these Terms.

### 13. Termination

We may terminate or suspend your access to the Site and Services immediately, without prior notice or liability, for any reason, including without limitation if you breach these Terms. Upon termination, your right to use the Site and Services will immediately cease.

### 14. Governing Law

These Terms shall be governed by and construed in accordance with the laws of England and Wales, without regard to its conflict of law provisions.

# 15. Dispute Resolution

Any dispute arising out of or relating to these Terms or the Site or Services shall be resolved through:

- Good faith negotiations between the parties
- If negotiations fail, through binding arbitration conducted in England and Wales

# 16. Severability

If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Terms will otherwise remain in full force and effect and enforceable.

# 17. Entire Agreement

These Terms constitute the entire agreement between you and [Your Business Name] regarding the Site and Services and supersede all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning their subject matter.

# 18. Contact Information

If you have any questions about these Terms, please contact us at:

Founder Power Up

Email: hello@founderpowerup.com

Thank you for reading our Terms and Conditions.