



Brand QLUB Service Agreement WHOP

This Service Agreement (the “**Agreement**”) is a legally binding contract between **FRANKIE QUIROZ LLC** (the “**Company**,” “we,” “us”), operator of the Brand QLUB program, and the purchaser/enrollee (the “**Client**,” “you”). By purchasing, enrolling in, accessing, or participating in Brand QLUB, you agree to this Agreement.

1) Program; Term; No Auto-Renewal

Program. Brand QLUB is a **Done With You (“DWY”)** coaching + resources program (the “**Program**”).

Term. The Program term is **twelve (12) months** starting on the date access is first made available (typically immediately upon payment).

No Auto-Renewal. The Program does not automatically renew. Any continuation after the term requires a new written agreement.

2) Fees; Payment Options; Commitment

Program Fee (USD). The Program fee is **one** of the following options:

- **Option A — Pay in Full: \$5,000 USD** (single payment), or
- **Option B — 3-Month Payment Plan: \$1,997/month for 3 months** (total **\$5,991 USD**),
or
- **Option C — 6-Month Payment Plan (Max): \$997/month for 6 months** (total **\$5,982 USD**)

Payment Plan Pricing. Payment plan totals are higher than the pay-in-full price and reflect a financing premium for extended payment terms.

Your selected option, billing day, and totals will be shown on your invoice/checkout record/order form (the “**Order Form**”), which is incorporated by reference.

No Cancellation of Payment Obligation. If you choose a payment plan, it is a **fixed payment obligation** (3 payments or 6 payments), not a subscription. You remain responsible for **all** scheduled payments even if you do not use the Program.

Autopay Authorization. You authorize the Company (and its payment processors) to automatically charge the payment method on file on the same calendar day each month as your first payment (or as shown on the Order Form). You must maintain valid payment details and sufficient funds.



Late Payments; Interest; Suspension. If a payment is late, we may (where permitted by law):

- assess interest up to **1.5% per month (18% per year)** or the maximum legal rate (whichever is lower), plus any failed-payment fees charged to us, and/or
- after **15 days** past due, suspend access to Program materials/services until the account is brought current.
Suspension does not waive or reduce your payment obligation.

Acceleration. If you fail to cure non-payment within **15 days** of notice (or miss more than one scheduled payment), we may declare the remaining balance **immediately due** and terminate access for breach while still pursuing collection of amounts owed.

3) No Refunds; Hardship (Discretionary)

No Refunds. All payments are **non-refundable**, due to immediate access to proprietary materials and reserved capacity for support.

Hardship Exception (Discretionary). In cases of extreme hardship (e.g., serious medical emergency), the Company may, in its sole discretion, consider relief (e.g., partial refund, pause, or release). Documentation may be required. No relief exists unless granted **in writing** by the Company.

No “Cooling-Off” Period (Unless Required by Law). Once you enroll and receive access, you cannot cancel for a refund except where a mandatory legal cancellation right applies.

4) Chargebacks and Payment Disputes

You agree to contact the Company first to attempt good-faith resolution of any billing issue. You agree not to initiate chargebacks, payment reversals, or bank disputes for charges authorized under this Agreement **except for actual fraud/unauthorized use**. If you initiate a chargeback on authorized charges, it will be treated as a material breach, and the Company may present this Agreement, Order Form, access logs, and confirmation records to dispute it and/or pursue the remaining balance (including acceleration) and collections.

5) Services Included (DWY)

During the 12-month term, the Program may include (as offered at any given time):

- **Weekly group coaching calls** (live and/or replay access)
- **Factory access (no MOQ)** introductions and contacts within the Company’s network
- **China fulfillment & logistics guidance/resources** (as applicable)
- **Course library access** (approx. 50 modules, subject to updates)
- **Archive of recorded sessions** (approx. **53 hours+** of replays/recordings, subject to updates)



- **Private community access** (e.g., Discord)
- **Live in-person events/meetups** (up to **4** within the term, if offered; Client covers travel/lodging)
- **Welcome/care package** (if offered; shipping timelines vary)

Scope. The list above is the general scope. Specific schedules, platforms, and availability may change. Anything outside scope may require a separate written agreement and additional fees.

6) Client Responsibilities; Community Rules

You agree to:

- participate in good faith and use the Program responsibly,
- communicate respectfully with staff and other members,
- provide needed information reasonably promptly when requested,
- follow all community guidelines and behave professionally, and
- comply with all applicable laws in your business activities.

We may remove you from community spaces for harassment, hate speech, threats, or misconduct. Removal from community spaces does not create a refund or cancel your payment obligation.

7) Confidentiality; Intellectual Property; No Sharing

All Program materials (videos, documents, supplier lists, templates, calls, replays, and community content) are proprietary and for your internal business use only during the term. You may not copy, resell, reproduce, publish, distribute, or share Program materials (including login credentials) without written permission. Unauthorized sharing is a material breach and may result in termination and legal action.

8) Monthly Access Confirmation; Anti-Fraud; Consent to Tracking

Monthly Confirmation Required. The Company may require you to complete a monthly access/payment confirmation form or link within **7 days** of receipt. This confirms you have access to Program resources and acknowledges the ongoing payment commitment (if on a payment plan).

Failure to Confirm. Failure to complete confirmations may result in suspension of access and/or termination of enrollment, at the Company's discretion. Non-confirmation does **not** cancel this Agreement or your payment obligation.



Tracking Consent. You consent to the Company (and tools it uses) collecting and logging technical data related to confirmations and access verification, which may include: **IP address, device type, operating system, browser type/version, general location derived from IP, and timestamps.** This data is used for verification, fraud prevention, and dispute defense and will be handled consistent with the Company's Privacy Policy.

9) No Guarantees; Educational Only

Brand QLUB is educational and supportive. **We do not guarantee results,** revenue, profitability, or outcomes. Your results depend on many factors outside our control. Nothing provided is legal, tax, financial, or professional advice specific to your situation. You should consult your own advisors.

10) Collections and Enforcement

If you default, we may use lawful means to collect amounts owed, including collections agencies and/or legal action. You are responsible for reasonable enforcement costs and fees to the extent permitted by law.

11) Limitation of Liability

To the fullest extent permitted by law, the Company's total liability for any claim related to this Agreement or the Program is limited to the amount you paid to the Company. The Company is not liable for indirect, incidental, special, consequential, punitive damages, lost profits, or business interruption.

12) Indemnification

You agree to indemnify and hold harmless the Company and its owners, officers, employees, contractors, and affiliates from claims, damages, liabilities, and expenses (including reasonable attorneys' fees) arising from: (a) your breach of this Agreement, (b) your business activities, or (c) your violation of law or third-party rights.

13) Governing Law; Venue; Disputes

Governing Law. California law governs this Agreement (without regard to conflict-of-laws rules).

Venue. For disputes not subject to small claims, exclusive venue is state or federal courts in **Riverside County, California**, unless the Company elects arbitration as described below.

Good-Faith Resolution. The parties agree to attempt good-faith resolution first.

Optional Arbitration. For claims exceeding small claims limits, the parties may pursue



mediation and/or binding arbitration in Riverside County, CA, through a mutually agreed provider. **Collection actions for unpaid fees may be brought in court and/or through collections** and are not required to be arbitrated.

14) Miscellaneous

Entire Agreement. This Agreement + the Order Form + any incorporated policies (including the Privacy Policy) are the entire agreement.

Amendments. Changes must be in writing and signed/confirmed (including electronic acceptance).

Severability. If any provision is unenforceable, the rest remains effective.

Assignment. Client may not assign without written consent. Company may assign with notice.

No Waiver. Failure to enforce a right is not a waiver.

Independent Contractor Relationship. No partnership/joint venture/employment is created.

Notices. Notices may be sent to the email/address provided at enrollment.

Electronic Signature. Electronic acceptance and/or payment constitutes signature and agreement.

Acceptance (Electronic — Whop Checkout)

By clicking “I agree” (or similar checkbox) and completing purchase/enrollment through Whop, you:

1. Electronically sign and agree to be bound by this Agreement (and any incorporated policies, including the Privacy Policy and Terms of Service).
2. Confirm you have had the opportunity to review this Agreement before paying.
3. Agree that your purchase receipt/checkout record (the “Order Form”) showing your selected payment option, totals, and billing date is incorporated by reference into this Agreement.
4. Authorize FRANKIE QUIROZ LLC as the Payee / Merchant of Record (as shown on the Order Form) to charge your payment method according to the selected payment option.
5. If you are purchasing on behalf of a business/entity, you represent you have authority to bind that business/entity to this Agreement.

If you do not agree, do not complete checkout and do not access the Program.