UPLEVEL FOUNDATIONS · AGREEMENT · V0.9.3

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These are the terms you agree to at checkout. This copy can't be signed or returned, and it isn't an offer to anyone who hasn't paid. Your own copy, filled in with your name and dates, comes to you through DocuSign after payment.

The Uplevel Membership Agreement

NAME FILLED IN ON YOUR OWN COPY

YOUR CARD Uplevel Foundations

YOUR KEY FACTS	
Price	$197.00 a month
You paid	$197.00 on FILLED IN ON YOUR OWN COPY
Last day to get your first payment back	FILLED IN ON YOUR OWN COPY at 11:59 PM Eastern Time
After that	$197.00 on the same date each month, until you cancel
To cancel	Email support@uplevelbydesign.com, or use the cancel page linked in your welcome email

Full details are in your Card, later in this agreement.

This agreement is between you and Uplevel Entrepreneur, LLC, a Florida company and an Uplevel By Design company. "We," "us" and "our" mean Uplevel Entrepreneur, LLC. "You" means the person named above.

You saw this agreement before you paid. If anything is unclear, email support@uplevelbydesign.com and a Team Member will walk you through it.

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What's in this agreement

This agreement has five sections. Each one starts on its own page. Sections 1, 2, 4 and 5 are the same for every Member. Section 3 is your Program Card. It is the only part that changes from one program to another.

Please read every section before you sign. If anything is unclear, email support@uplevelbydesign.com and a Team Member will walk you through it.

1 Summary and Your Key Facts
Who this agreement is between, and your own dates and amounts.

2 Our Promises to You
The rights that never change unless you agree. They come first.

3 Your Program Card: Uplevel Foundations
What you get, what you pay, refunds, and how to leave.

4 How Membership Works
The rules every Member shares: privacy, recordings, AI, and how we settle disagreements.

5 Signature
Where you sign. If your program includes a Seat for your spouse, your spouse signs a separate page.

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Our Promises to You

These promises come first. If anything else in this agreement disagrees with them, these promises win. We cannot change them unless you agree.

You can always cancel a monthly membership online or by email. You never have to call us.

When you cancel a monthly membership, we stop charging you. If we charge you after you ask to cancel, we refund that charge.

A Protégé engagement is different. After its first 30 days, you have agreed to pay for all 12 months. Your Protégé Card explains this.

If your program comes with a money-back guarantee, we will honor it. You do not have to give a reason.

We will show you the date and the amount of every automatic charge before you agree to it.

Your monthly price will not go up while your membership stays active.

If a date on your Card does not match your payment receipt, you get the later date until we send you a new Card. That is true for your deadlines and for our charges. A new Card never makes your deadline earlier, or our charge sooner, than the date you already had.

A person on our Team reviews any plan, answer or document an AI tool helps us make for you before you get it.

In our marketing, we never show your full name or private details like your date of birth, Social Security number, account numbers or home address.

Nothing in this agreement stops you from posting an honest review of us.

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Uplevel Foundations · Program Card

Your Key Facts are on the front page.

What do I get?

While your membership is active, you have access to:

The full four-pillar curriculum in Uplevel University: Asset Protection, Tax Reduction, Wealth Accumulation and Intentional Legacy.

One live group coaching session each month.

The recordings library, for the sessions we record.

A Seat for your spouse, at no extra cost.

When do I get access?

After you pay, we send this agreement for your signature. Your access opens within 1 business day after you sign. Please sign the same day you pay. Your dates do not move if you sign late.

We will not charge you again until you sign. If you sign after a charge date, we charge that payment on the day you sign. If you have not signed, our Team will reach out to help.

What do I pay?

$197.00 a month. We charge your card on the same date each month until you cancel. In a shorter month, we charge on its last day. Your price will not go up while your membership stays active, including while it is paused because you moved up. If it ends and you rejoin later, you pay the price at that time.

Can I get my money back?

Yes. This is our 14-Day Money-Back Guarantee.

Ask by the refund deadline in your Key Facts, at 11:59 PM Eastern Time. Use the cancel page or email us. If you cancel in that time, we treat it as a refund request. The deadline counts from the day you paid, even if you have not signed yet.

We refund your first $197.00 to the card or bank account you paid with. You do not have to give a reason. We send the refund within 5 business days, or within 5 business days after a bank payment clears. When we refund you, your membership ends.

After that date, monthly payments are not refunded.

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How do I cancel?

Cancel any time on the cancel page or by email. Once you cancel, we make no more charges. You keep access to the end of the month you paid for.

What if a payment does not go through?

We try again and email you. If it is not fixed within 14 days, your access pauses. If it is not fixed within 30 days, your membership ends.

What if I move up to Uplevel Accelerator or Uplevel Protégé?

When your new program starts, your Foundations membership pauses, and we make no Foundations charges.

If either of us ends your new program early, your Foundations membership picks up where it paused, at the same price. For Uplevel Accelerator, early means in its first 14 days, through its 14-Day Money-Back Guarantee. For Uplevel Protégé, early means in its first 30 days, its Love It Or Leave It Period. Your next Foundations charge then comes on your usual date, or 14 days after your new program ends, whichever is later.

If your new program goes on past that time, your Foundations membership ends. We give no credit for your Foundations payments.

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Who can join?

You must be at least 18 and live in the United States. You join as a person, even if a business pays.

If a business pays, you also sign for it and confirm you have the right to. Then the business and you are both responsible for the payments, and the business agrees to this agreement too.

There are two ways to take part. A Community Member belongs to The Uplevel Community … every Workshop On Tax Reduction ticket includes it. An Uplevel University Member is in Uplevel Foundations, Uplevel Accelerator or Uplevel Protégé. Your Card says which one you are.

How do I count days?

Day 0 is the date on your payment receipt, in Eastern Time. Day 1 is the next day. Weekends and holidays count.

A deadline ends at 11:59 PM Eastern Time (New York time) on its last day. Your Card shows the real dates, so you never have to count.

When you send us a request, the time it reaches us is what counts.

What if I miss a live call?

Your Card lists the live calls you can join. Joining is your choice. If you miss one, we do not make it up, and your price stays the same. We post recordings of group calls when we can, but we do not promise a recording of every call. We may move a call for a holiday. The Member Handbook calendar shows the times.

Your access to the curriculum, calls and recordings lasts only while your membership is active.

What kind of help do we give?

In The Uplevel Community, Uplevel Foundations and Uplevel Accelerator, we teach and we coach. We answer questions in a general way. You make your own decisions.

In Uplevel Protégé, we do more. We study your facts. Then we design how your businesses, property and money could be owned and protected. We do not tell you which investments to buy or sell. Our design is for you and your own licensed professionals to review and carry out.

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We do not act as your attorney, and we do not draft legal documents. We do not prepare your tax return. Investment advice comes only from a licensed firm, under its own separate agreement with you.

Some professional firms are Uplevel By Design companies, such as Your Books By Design, LLC. You may hire them or anyone else you choose. Each one has its own agreement with you.

Edward Collins owns, or owns part of, the Uplevel By Design companies. If you hire one of them, he may gain from the fees you pay it. That is a conflict of interest, so we tell you. You never have to hire them. Our work for you does not depend on it.

Do you promise results?

No. Your results depend on your facts, your choices and the work you do. We promise to teach, to coach and to deliver what your Card lists. We do not promise that you will protect more assets, pay less tax, grow your wealth or pass it on.

Stories we share are based on real Members. We may change details to protect privacy, but never the results. Each story is one person's result, not what most Members get. Your results depend on you.

What is yours, and what is ours?

Our curriculum, Playbooks, tools, recordings and methods belong to us or to Uplevel By Design, LLC. So do the Uplevel names. While you are a Member, you may use them for your own business and family.

You may not copy, share, sell or teach them to others. Do not load them into any AI tool or other system. The one exception is a private tool that does not learn from what you load.

Copies you download for your own planning are yours to keep for that use, even after you leave.

The documents we make for you are yours to use. That includes your Blueprint and your Diagnostic findings. Use them for your own businesses and family, even after you leave. Our methods, templates and the Uplevel names inside them stay ours.

What stays private?

Members speak openly about money, family and business because they trust each other. Keep what other Members share to yourself. Never record it, post it or repeat it.

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Our rooms are for learning. Never use them, or what you learn about other Members there, to sell to or recruit them. That includes direct messages and contact outside our rooms. While you are a Member, do not try to hire away anyone on our Team.

We keep your private information private too. We use it to serve you, and we share it only as this agreement and our Privacy Notice allow. Our marketing follows the media release.

Our Community Guidelines, in the Member Handbook, give the full standards.

Will I be recorded, and how are recordings used?

Yes. We record our live sessions, calls and events. We may also take photos. If a session is recorded, we say so at the start. If you join, you agree to be recorded. You can keep your camera off and show only your first name. That is always your choice. If you bring a guest, such as your CPA, tell them the call is recorded.

This section is your media release. You let us, Uplevel By Design, LLC and the people we hire use these recordings and photos to teach, to run our programs and to market them. That includes your face, your voice and what you say. It covers ads, free posts online and any other format, anywhere, with no end date. You will not be paid for it. You will not make a claim against us for using recordings the way this section allows.

When we share a recording or a Member's story in our marketing, we never show your full name or private details like your date of birth, Social Security number, account numbers or home address. We may change details of a story to protect your privacy.

You may ask us not to use recordings of you in our marketing. We will look at each request, but whether to say yes is our choice. Even if we say yes, you may still appear in recordings of our group sessions and events, because removing one person from a group recording is often hard or not possible. We may also keep using what was already made.

How do you use AI and my information?

We use AI tools to help us prepare, teach and run our programs. Those tools may handle information you share with us. We use them only under business terms that do not let them train public AI models on your information.

A person on our Team reviews any plan, answer or document an AI tool helps us make for you before you get it. An AI tool never makes a decision for you. The Member Handbook lists the tools we use.

You let us share your information with the other Uplevel By Design companies, so whichever one serves you has what it needs. We share it only for that reason. No Uplevel By Design

company pays another for your referral.

Your tax return information is shared only if you sign a separate consent with Your Books By Design, LLC.

Our Privacy Notice explains everything else, including the companies that help us run our programs. You may take back your permission to share at any time by email. That does not reach information we already shared.

Who is on my household seat?

Uplevel Foundations, Uplevel Accelerator and Uplevel Protégé include a Seat for your spouse. Your spouse uses the Seat at no extra cost and never pays.

To use the Seat, your spouse signs our Spouse Seat Acceptance. Your spouse's Seat ends when your membership ends.

Either of you can end the spouse Seat at any time by email. If you separate, tell us. After that, we work only with you.

What if a payment does not go through?

We try again and email you. Your Card says how long you have to fix it, and what happens if you don't.

If you dispute a charge with your bank, please contact us first. We answer within 2 business days. While a dispute is open, we may pause your access.

Can you end my membership?

Yes, if you break this agreement or the Community Guidelines, or if your conduct harms other Members or our Team. We will tell you why by email. If we end it for that reason, we do not refund what you have paid. But if your money-back deadline has not passed, you can still ask for your money back. For Uplevel Protégé, your Card explains what happens.

For a lesser problem, we may pause your access for up to 14 days. We do not charge you for days your access is paused. In Uplevel Protégé, we add the paused days to the end of your engagement instead.

If we stop offering your program for any other reason, we will refund the time you paid for and have not used.

We may change the platforms we use, such as Skool or Zoom. If a platform stops working, we will move you to another one. We do not refund for short outages.

We are not responsible for delays caused by events we cannot control, such as storms, outages or illness. We will reschedule or move you as soon as we can.

What if something goes wrong between us?

It is hard for us to imagine a situation where we would owe you for a loss. Still, we want you to know what would happen if one did. If it does, the most we owe is what you paid us in the 12 months before your claim. We are not responsible for lost profits or other indirect losses.

These limits also protect Uplevel By Design, LLC and the other Uplevel By Design companies. They protect their owners, Team Members and contractors too, for claims that come from your membership. A claim under another firm's own agreement with you follows that agreement.

These limits do not apply to harm we cause on purpose. They also do not apply where your state's law says they cannot.

If you break this agreement and someone makes a claim against us because of it, you will cover our reasonable costs.

How do we settle a disagreement?

First, we talk. Email us and tell us what is wrong. We each get 30 days to fix it. The time limit for your claim stops running while we talk.

If talking does not work, either of us can go to small claims court, if your claim is small enough for that court. Either of us may also go to court only to collect money that is past due under a Card. That court must be in Miami-Dade County or Palm Beach County, Florida.

Any other claim goes to arbitration instead of court. That means you and we both give up the right to sue in court and to have a judge or jury decide. A neutral person called an arbitrator decides instead. The arbitrator also decides whether a claim belongs in arbitration. The hearing can be held by video. You can almost never appeal the decision.

The American Arbitration Association runs it under its consumer rules. If many similar claims are filed together, its mass arbitration rules apply. We pay the arbitration fees above what a court would charge you to file. The Federal Arbitration Act applies.

Each of us brings claims only for ourselves. Neither of us can bring or join a class action or a group claim. If a court says this rule cannot apply to a claim or to a kind of relief, that claim or relief goes to court instead. The court waits until the arbitration ends.

Either of us may still ask a court to stop the other from sharing what Members said in private, or from misusing our materials. That court must be a state or federal court in Miami-

Dade County or Palm Beach County, Florida.

You can opt out of arbitration. Within 30 days after the date on your first payment receipt, email us your name and the words "I opt out of arbitration." Then our disagreements go to court instead, in those same counties. The rule against class actions still applies where the law allows it. Opting out changes nothing else.

These rules also cover claims about Uplevel By Design, LLC and the other Uplevel By Design companies. They cover claims about their owners, Team Members and contractors too, when the claim comes from your membership. They may use these rules too. A claim under another firm's own agreement with you follows that agreement.

Florida law applies. You keep any rights your own state says can never be taken away.

Can this agreement change?

We may update How Membership Works and the Member Handbook. We will email you at least 30 days before an update starts. If you stay a Member after that date, the update applies to you.

If you are in Uplevel Protégé, an update to How Membership Works applies to you during your 12 months only if you agree to it. Member Handbook updates apply to everyone after the 30 days.

We may add or change the AI tools listed in the Member Handbook at any time, as long as they follow the rules in How Membership Works.

Some things never change unless you agree. These are Our Promises to You, your monthly price, any commitment you made, your right to cancel and any refund you are owed.

A change to how we settle disagreements applies only to new claims. You may refuse it by emailing us before it starts.

If we choose to give you more than this agreement promises, that does not change the agreement.

The Last Details

This agreement, your Card, the boxes you checked when you paid and the Member Handbook are our whole agreement. They replace anything said before, on a call or in writing. You did not rely on any promise that is not in them. A Handbook update never takes away anything your Card lists. If they disagree, Our Promises to You win, then your Card, then How Membership Works, then the Handbook.

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Electronic signatures and online agreement boxes count as real signatures. You agree to get this agreement and all notices by email, at the address you gave us. You can ask for a paper copy at any time, at no cost. Our address for notices is support@uplevelbydesign.com.

We do not make offers to keep you when you cancel.

These parts still apply after you leave: what stays private, what is ours, the media release, the limits on what we owe, covering our costs, money you still owe, and how we settle disagreements.

If one part of this agreement cannot be enforced, the rest still applies. We may transfer this agreement to a company that takes over our programs. You may not transfer it.

You are joining to learn how to build and protect your business and the wealth it creates.

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Signature

By signing, you agree to this Uplevel Membership Agreement: Our Promises to You, your Program Card and How Membership Works. You saw it before you paid, and you can ask us any question about it first.

This review copy can't be signed.

Your agreement is sent to you through DocuSign after payment, filled in with your name and dates. Only that copy can be signed. In your own copy, Uplevel Entrepreneur, LLC accepts the agreement by sending it to you for signature.

Uplevel Entrepreneur, LLC accepts this agreement by sending it to you for signature. Electronic signatures count as real signatures.

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