



AEC Marketing Pros Terms of Use

By purchasing AEC Marketing Pros (hereinafter the “Program”), you, the purchaser (hereinafter “Student”) enters an agreement with Stencyl Marketing Co LLC dba Marketers Take Flight (“Company”) and agree to the following terms:

1. Membership Deliverables

The Program is a monthly membership. Company agrees to provide the content as promised on the Program checkout page, which includes:

- Social media caption templates that can be customized for your use.
- A prompt to help you create thought leadership content.
- Training on trends and strategies related to the online marketing space.

2. Disclaimer

Company's Privacy Policy is hereby incorporated by reference into this agreement. Student understands that Company will be providing educational content to Student and that Company’s obligations under this Agreement exist only while Student is a paying member of the Program and that Company’s obligations will cease once Student or Company cancels Student’s membership.

Student also understands that Company is not providing one-on-one service on behalf of Student. **Add any other relevant disclaimers here.**

3. Payment

In consideration of Student's access to the Program, Student agrees to pay \$47.00 per month.

Student hereby authorizes Company to charge Student's credit card or debit card automatically as part of Student's payment plan.

4. No Refunds

Company has a strict no refund policy on the Program. Student understands and agrees to this.

5. Cancellation

Student may cancel their payment plan for the Program at any time. Client understands that they will immediately lose all access to the program including all content and any other live support and/or community support.

Company may cancel Student's Program at any time for any reason.

6. Intellectual Property

Company owns the rights to all content in the Program such as texts in the forms of guides, books, explanations and the like, as well as other graphics, logos, images, downloads, and other like materials. Student's participation in the Program does not transfer any intellectual property rights to Student. Company grants Student a single-use, non-exclusive, non-transferable, revocable license to any and all Program content. Student agrees not to create any derivative works of the content found in the Program.

The Company content is not for resale. Your participation in the Program does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your individual use, and will make no other use of the

content without the express written permission of the Company and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of the Company or our licensors except as expressly authorized herein.

You hereby agree that any infringement of the Company's intellectual property shall result in an immediate termination of the license granted hereunder. To be clear, if you violate the Company's intellectual property rights, your access to the Program will be terminated immediately, and you shall not be entitled to a refund of any portion of the fees.

7. Force Majeure

Company shall not be liable or responsible to Student, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the Company including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

8. Independent Contractor

Nothing in this Agreement shall be construed to create a partnership, joint venture, employment, or agency relationship. Company agrees only to provide Client with access to the Program, which provides education and information. The information contained in the Program, including any interactions with the instructors, is not intended as, and shall not be understood or construed as, professional advice.

9. Severability

If any provision of this Contract shall be declared invalid or unenforceable, such provision shall be deemed eliminated from this Contract, and all remaining provisions shall continue in full force and effect.

10. Liability

Student agrees to absolve and do hereby absolves Company of any and all liability or loss Student may suffer or incur as a result of use of the Program and/or any information and resources contained in the Program. Student agrees that Company shall not be liable to you for any type of damages, including direct, indirect, special, incidental, equitable, or consequential loss or damages for use of the Program.

11. Warranty

Company makes no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services, and related graphics contained in the Program for any purpose. To the maximum extent permitted by applicable law, all such information, software, products, services, and related graphics are provided "as is" without warranty or condition of any kind. Company and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services, and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title, and non-infringement.

12. Assignment

Student may not assign this Agreement without express written consent of Company.

13. Modification

Company may modify terms of this agreement at any time. All modifications shall be posted on the Company's website and purchasers shall be notified.

14. Indemnification

Student agrees to indemnify, defend, and hold harmless the Company, its officers, directors, employees, agents, and third parties for any losses, costs, liabilities, and expenses (including reasonable attorneys' fees) relating to or arising out of Student's use of or inability to use the Program and related services, any user postings made by Student, your violation of any terms of this Agreement or your violation of any rights of a third party, or Student's violation of any applicable laws, rules or regulations.

15. Dispute Resolution

Student expressly waives any and all claims, now or in the future, arising out of or relating to the Program. To the extent Student attempts to assert any such claim, Student hereby expressly agrees to present such claim only in the small claims courts in Gainesville, Florida.

Last Updated: October 6, 2023.