



## DEEP DIVE ACCELERATOR PROGRAM

### TERMS OF SERVICE AGREEMENT

Note to client: one of the most difficult aspects to successfully growing a business is making sure you keep your proprietary information and intellectual property protected, while also balancing your culture, authenticity, and commitment to clients. Viral Growth Media strives to provide the greatest possible experience for all our clients and the following agreement outlines some parameters and terms of the Program.

To fully experience and gain the most benefit from the Program, you agree to the following:

#### **Section 1. Program Guidelines, Payment Terms**

**Program:** Deep Dive Accelerator Program AKA Results Driven Clients Partnership (“Program”)

**Duration:** Lifetime access to the Deep Dive Accelerator/ Results Driven Clients Program core curriculum and 12 months of access to the Deep Dive Accelerator/ Results Driven Clients Program Deployment Solutions.

**Payment Terms Options** (choose one option):

- Option 1:** Twelve (12) payments of \$2,500 per month and 25% top-line revenue share for 12 months.
  - Option 2:** One (1) payment of a \$14,800 deposit and 25% top-line revenue share for 12 months.
  - Option 3:** One (1) payment of \$22,500 deposit and 25% top-line revenue share for 12 months after \$50,000 is hit in a month with Viral Growth Media collecting a total of \$75,000.
- You hereby authorize Viral Growth Media to collect the Program cost

outlined above with the payment being due on the date of enrolment in the Program.

- Payment is due in full on the due date
  - If payment fails, Client must remedy this situation and provide a valid form of payment within three (3) business days or Client may be removed from the Program.
  
- Payment Plans are due in full on the due date
  - If payment fails, Client must remedy this situation and provide a valid form of payment within three (3) business days or Client may be removed from the Program.
  
- Payment may be made via credit or debit card, ACH, wire transfer or through PayPal.
  
- For all credit or debit card payments:
  - You hereby consent to having these charges automatically charged to your credit or debit card on the due date.

Viral Growth Media is authorized to collect the payment due (in full) by collecting on any/ all credit or debit cards that are provided to Viral Growth Media by the client.

- The client may determine which payment method is preferred and the client is responsible for informing Viral Growth Media of this preference at least two (2) business days prior to the payment due date since Viral Growth Media's payment system may automatically charge one of the cards on file that may not be the client's preferred payment method.

## **Section 2. Participation Terms**

We are committed to providing all Program participants with a positive experience. Thus, Viral Growth Media may, at its sole discretion, limit, suspend, or terminate your participation in any of its programs, live, recorded, social media-based or digital without refund or forgiveness of remaining payment due if you:

- a) Become disruptive or difficult to work with.
- b) Fail to follow the program guidelines.
- c) Impair the participation of our employees, contractors, clients, instructors or participants in any of our programs.

### **Section 3. Non-Solicitation**

You agree with and for the benefit of Viral Growth Media that, during the Program and for a period of one (1) year after separation from the Program (whether that separation results from early termination or successful completion), you will not (except with the prior written consent of Viral Growth Media), directly or indirectly, either as an individual or as a partner or joint venture or as an employee, sales representative, principal, consultant, agent, shareholder, officer or director, for any person, firm, association, organization syndicate, company or corporation, or in any other manner whatsoever, contact, solicit, or attempt to solicit any of the persons, clients, employees, companies or institutions, with whom you had dealings through the program.

- a) For the purpose or intent of competing with Viral Growth Media to provide the same or similar services which Viral Growth Media is currently providing to any of these individuals or companies.
- b) To leave the employ or engagement of Viral Growth Media.
- c) To sell or offer for sale or solicit orders for the sale of any products or services.



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Note: If there is natural synergy to sell your products or services to any of the persons, clients, employees, companies or institutions with whom you had dealings through the Program – that is fine. However, we do not tolerate blatant pitching or soliciting.

## **Section 4. Confidential Information**

We respect your privacy and must insist that you respect the privacy of fellow Program participants. We respect your confidential and proprietary information, ideas, plans and trade secrets (collectively, "Confidential Information") and must insist that you respect the same rights of fellow Program participants and of Viral Growth Media. Thus you agree:

- a) No to infringement upon any Program participant's or Viral Growth Media's copyrights, patents, trademarks, trade secrets or other intellectual property rights.
- b) That any confidential information shared by Program participants or any representative of Viral Growth Media is confidential and proprietary, and any such Confidential Information belongs solely and exclusively to the party who discloses such information.
- c) Not to disclose such information to any person or use it in any manner other than in discussion with other Program participants during Program sessions.
- d) That all materials and information provided to you by Viral Growth Media are confidential and proprietary intellectual property which belongs solely and exclusively to Viral Growth Media, and may only be used by you as authorized in writing by Viral Growth Media.



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- e) Reproduction, distribution, or sale of these materials by anyone but Viral Growth Media is strictly prohibited.
- f) That if you violate, or display any likelihood of violating, any of these sections contained in this paragraph or referenced in this Agreement, Viral Growth Media and/ or other Program participants will be entitled to injunctive relief against you for any such violations.

A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to Viral Growth Media for which there will be no adequate remedy at law, and Viral Growth Media shall be entitled to injunctive relief and/ or a decree for specific performance, and such other relief as may be proper (including monetary damages as appropriate). While you are free to discuss your individual results from this Program or any other Viral Growth Media program or training, you must keep the experiences and statements, oral or written, of all other participants in the strictest of confidence.

## **Section 5. Privacy Policy and Terms of Service**

You agree that your participation is subject to Viral Growth Media's Privacy Policy, Terms of Service and Disclaimer (as found on the websites below) and that you agree to adhere to all terms as outline on these websites. While we do not anticipate making frequent edits, Viral Growth Media reserves the right to make modifications to either of these policies at its sole discretion and without notifying Program participants.

<https://www.viralgrowthmedia.com/>

<https://www.viralgrowthmedia.com/privacy-policy>

[https://www.viralgrowthmedia.com/rdcp\\_revshare\\_to  
s/](https://www.viralgrowthmedia.com/rdcp_revshare_to_s/)

## **Section 6. Program Content**

- a) Program education and information is intended for a general audience and does not purport to be, nor should it be construed as, advice or counseling tailored to any specific business or industry.
- b) Content is centered around
  - WEEK 1: MAPPING YOUR MINIMUM VIABLE HIGH-TICKET SOLUTION
  - WEEK 2: PRIORITIZING SALES BEFORE CONSTRUCTION
  - WEEK 3: ORGANIC CLIENT ATTRACTION MACHINE
  - WEEK 4: BUILDING YOUR V1 BETA
  - WEEK 5: PROVEN FUNNELS FOR SUCCESS
  - WEEK 6: PAID CLIENT ATTRACTION MACHINE
  - WEEK 7: DEVELOPING YOUR 8 FIGURE MINDSET
  - WEEK 8: BUILDING A WINNING TEAM
  - WEEK 9: ADVANCE SALES DEPARTMENT

## DEVELOPMENT TRAINING

- WEEK 10: FINE-TUNING OPERATIONS
- WEEK 11: COACHING OR CONSULTING FOR EQUITY
- WEEK 12: VGM INTENSIVE VAULT

All materials, procedures, policies, standards, manuals, teaching aids, and other similar tools that have been, or will be, made available by Viral Growth Media or its designated facilitators, or any other source, oral or written, are for individual use in or in conjunction with this coaching Program only.

- c) Program content is for individual use only, and may not be sold, tape-recorded, videotaped, shared, taught, given away, or otherwise divulged without the express written consent of Viral Growth Media, or its designated agent.
- d) The information contained in Program material is strictly for coaching purposes.
- e) Success with this program is largely driven by your willingness to take actions as recommended by Viral Growth Media, as it related to the content of the Program.
- f) If you wish to apply (or not apply) ideas, concepts, teachings, etc. contained in this material, you are taking full responsibility for your actions and furthermore agree that your success with the Program is dependent on your willingness to follow the steps outlined by Viral Growth Media.
- g) Viral Growth Media assumes no responsibility for errors or omissions that may appear in any Program materials.
- h) In addition to Deep Dive Accelerator Program AKA Results Driven Clients Partnership (RDCP), as an RDCP client, you will have the opportunity to utilize the following as part of the 12-week Program and 12 months of extra support:
  - Live (online) weekly group coaching classes.
  - Clients-only Facebook group.
  - 1-on-1 Accountability Coaching (you choose weekly or bi-weekly plan).
  - Exclusive 1 on 1 time with Laura when the calendar permits.
  - Exclusive 1 on 1 time with Viral Growth Media COO & CSM when calendar permits.

### **Section 7. Right to Use Name and Likeness**

- a) You hereby waive all rights you may have to any claims or demands for payment or royalties in connection with the use of any of any of such materials, regardless of the purpose of such use or publication, and regardless of whether a fee is charged or collected by Viral Growth Media for any product and/ or service in connection with such use and publication.
- b) You understand that Viral Growth Media owns all rights in and to any such photograph, recording or testimonial, including any copyright and/ or trademark relating to such use.

## **Section 8. Scope & Limitations Of Our Program**

- a) You hereby agree that you have fully consented that RDCP is not a done-for-you or one-on-one program. RDCP is a group coaching done with you solution and therefore you are not guaranteed individualized support from Laura, our employees, subsidiaries, service providers, and agents.
- b) You agree that you are paying for an online course (the Deep Dive Accelerator core curriculum) and 12 weeks of our RDCP partnership program which includes group coaching, talent deployment, and systems deployment through our live weekly classes and our clients-only Facebook group.
- c) The Viral Growth Media office is open from 11 am to 5 pm EST Monday to Friday. Our office is closed during the weekends and for United States Federal Holidays.

Note: Although RDCP is a group coaching, talent deployment and systems deployment program that does not include done-for-you services, Laura and Team care about the success of their clients. They strive to under promise and over deliver in everything they do. Therefore, they regularly provide opportunities for individual support and feedback during their weekly live training class and inside of the clients-only Facebook group. Understand it's in our best interest to see you succeed with our material because more valuable than your purchase, is your positive testimony we hope to someday receive from you.



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## **Section 9. Terms of Sale**

- a) You agree that you have fully consented to any payment to Viral Growth Media and that any/ all payments are valid and that you have consented to the purchase of the Program as outlined in Section 1.
- b) You agree to waive any/ all rights to charge-back, dispute, or make claims ("disputes") against any payment made to Viral Growth



Media as being fraudulent, purchased in error, services not delivered to you, product not received, or any other dispute which claims that any payment is unlawful.

- c) You agree to not initiate any disputes or claims through your credit card company, bank, lending institution, or any other payment provider since you have fully consented to all charges outlined in Section 1 and thus you agree that you may not dispute any payments made to Viral Growth Media for the Program.

**Client Signature:**

By purchasing this program, the client agrees to the terms of this Agreement.

Legal Company Name: \_\_\_\_\_

State Company Is Registered: \_\_\_\_\_

EIN: \_\_\_\_\_

Client Signature: \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_

Signature Date: \_\_\_\_\_