

VAIL DIGITAL SOLUTIONS LLC

Terms of Use & Service Agreement

1. Acceptance of Terms

Please read this Agreement carefully. Your access to and use of vaildigitalsolutions.com (the “Site”) and any services provided by Vail Digital Solutions LLC (“Company,” “we,” “us,” or “our”) is conditioned on your acceptance of the following terms.

By accessing, viewing, using, or interacting with the Site — including any banner, pop-up, advertisement, or linked content — you acknowledge that you have read, understood, and agreed to be bound by these Terms of Use, our Privacy Policy, and any other agreements posted on the Site. If you do not agree to these terms, you must not use the Site.

By using the Site, you represent and warrant that (a) you are at least 18 years of age, or have the consent of a parent or legal guardian; (b) you have full authority to enter into this Agreement on your own behalf or on behalf of any company or legal entity you represent; and (c) you are not a person covered by the Children’s Online Privacy Protection Act (COPPA) of 1998.

Company reserves the right to deny access to any person for any lawful reason. Company may collect and store data for the purposes described in the Privacy Policy, including for exclusion and security purposes.

This Agreement may be updated from time to time. Visitors are responsible for reviewing this page periodically to stay informed of any changes. Continued use of the Site after changes are posted constitutes acceptance of the revised terms.

2. Parties to This Agreement

This Agreement is entered into between Vail Digital Solutions LLC, a Colorado limited liability company (“Company”), and the individual or entity accessing the Site or purchasing services (“Customer,” “Client,” or “Visitor”).

3. Consent to Receive SMS and Email Communications

By providing your phone number and/or email address on vaildigitalsolutions.com or any affiliated website, you consent to receive SMS (text messages) and email communications from Vail Digital Solutions LLC. These may include order confirmations, account notifications, product updates, service announcements, promotional offers, and other marketing messages. Message and data rates may apply.

You may opt out of SMS messages at any time by replying “STOP” to any message. You may opt out of marketing emails by clicking the “unsubscribe” link at the bottom of any email or by updating your communication preferences through your account.

Please note that even after opting out of marketing communications, you may continue to receive essential transactional messages related to your account, orders, or active services.

We do not sell or share your contact information with third parties for their marketing purposes without your consent, except as required by law. We reserve the right to modify these

communication terms at any time, with changes communicated via SMS, email, or notice on the Site.

4. Services

Company agrees to provide the products and services ordered by the Customer. The scope, duration, deliverables, and any additional materials will be outlined in the applicable product description, proposal, or order confirmation.

For the TikTok Growth Mastery Course specifically, access is granted for an unlimited duration once purchased and will not be removed, subject to the terms of this Agreement.

5. Customer Information & Privacy

Company will keep personal information provided by the Customer confidential and will not sell, share, or disclose it to third parties without the Customer's express written consent, except as required by law or as described in our Privacy Policy.

6. Stored Payment Method Authorization

This section governs the Client's authorization for Vail Digital Solutions to store and use the Client's payment credentials for recurring and non-recurring charges. This authorization applies to all products and services purchased from Vail Digital Solutions, including subscriptions, coaching sessions, one-time digital product purchases, and any one-off or project-based invoices. This authorization is required by card-network rules (including Visa, Mastercard, American Express, and Discover) and by our payment processor for the storage and reuse of payment credentials.

6.1 Authorization to Store Credentials

By providing a credit card, debit card, bank account, or other payment method ("Payment Method") to Vail Digital Solutions, the Client authorizes Vail Digital Solutions and its payment processor (currently Stripe, Inc.) to securely store the Payment Method as a stored credential on file for future transactions related to this Agreement.

6.2 Recurring Charges (Customer-Initiated Scheduled Transactions)

The Client authorizes Vail Digital Solutions to initiate recurring charges to the Payment Method for all subscription fees on each scheduled billing date (monthly or annually, as applicable) in the amounts set forth in the Client's order or proposal. The Client acknowledges that this authorization will remain in effect until the applicable subscription is canceled in accordance with Section 9.6 or until the Client revokes this authorization in writing, whichever occurs first.

6.3 Merchant-Initiated Transactions (MIT)

The Client further authorizes Vail Digital Solutions to initiate Merchant-Initiated Transactions (MITs) using the stored Payment Method, without further authorization from the Client at the time of each charge, for any of the following:

- Any invoice that remains unpaid after its due date, including all accrued late fees under Section 9.5;

- Overage charges, additional-service charges, or change-order fees agreed to by the Client;
- One-off or project-based invoices issued for work performed outside of a subscription, including but not limited to custom development, design work, marketing campaigns, and consulting;
- Replacement charges resulting from a failed, declined, reversed, or charged-back prior transaction;
- Any outstanding balance owed to Vail Digital Solutions upon suspension, cancellation, or termination of services.

6.4 Notice of Stored-Credential Charges

Vail Digital Solutions will provide the Client with a receipt or notice for each transaction charged to the stored Payment Method, by email to the email address on file, within a reasonable time after the charge. The absence or delay of such notice does not invalidate the Client's authorization to charge.

6.5 Updating or Replacing the Payment Method

The Client is responsible for keeping the Payment Method on file current and valid. If the Payment Method is expired, canceled, or otherwise unusable, the Client authorizes Vail Digital Solutions and its payment processor to update the stored credential using account-updater services provided by the card networks, and to charge any replacement card issued to the Client on the same account.

6.6 Revocation of Authorization

The Client may revoke this stored-credential authorization only by submitting a written request to info@vaildigitalsolutions.com. Revocation does not relieve the Client of the obligation to pay any amounts owed to Vail Digital Solutions, including amounts remaining on an active subscription term, the 6-month minimum commitment under Section 9.3, or any unpaid one-off invoices. If authorization is revoked, Vail Digital Solutions may suspend or terminate services and pursue collection of any unpaid balance through any lawful means.

6.7 Acknowledgment

By providing a Payment Method and entering into this Agreement, the Client affirms that (a) the Client is the authorized user of the Payment Method, (b) the Client has read and understands the recurring and merchant-initiated transaction authorizations in this section, and (c) the Client waives any right to dispute or reverse a charge made under this authorization solely on the basis that separate authorization was not obtained at the time of the individual charge.

7. Online Course & Digital Product Payment and Refunds

The following applies to one-time purchases of digital products and courses, including Social Success Mastery, the Social Automation System, and the TikTok Growth Mastery Pro. It does not apply to subscription services, which are governed by Section 9.

7.1 Payment

Customer agrees to pay the price listed at the time of purchase in the manner specified at checkout. Payment Methods provided at checkout are subject to the stored-credential authorization in Section 6.

7.2 Refund Window

Vail Digital Solutions offers a seven (7) day refund window from the date of original purchase for most digital products and courses. To request a refund, email info@vaildigitalsolutions.com within the refund window. Refund requests are reviewed and processed during normal business hours. After the 7-day window has passed, all sales are final and no refunds will be issued.

7.3 Free Access via the Social Automation System

If you are granted complimentary (free) access to the Social Automation System, access is contingent on signing up for HighLevel through the designated Vail Digital Solutions referral link. Access will only be granted after your HighLevel account is verified. Continued access requires an active HighLevel account or subscription. If your HighLevel account is canceled for any reason — voluntarily or due to non-payment — your access to the Social Automation System will be revoked immediately without refund or further notice.

8. Coaching Sessions — Refund, Rescheduling & Late Policy

8.1 Refunds

No refunds will be issued once a coaching session has been scheduled, as scheduling reserves dedicated calendar time that could otherwise be offered to other clients. If no sessions have been scheduled, refund requests may be considered at the sole discretion of the coach.

8.2 Rescheduling

Coaching sessions may be rescheduled with at least 24 hours' notice prior to the scheduled start time. Cancellations or rescheduling requests made within 24 hours of the scheduled session will not be refunded, and rescheduling is not guaranteed — it is granted at the sole discretion of the coach.

8.3 Late Arrivals

Clients more than 10 minutes late to a session will be considered a no-show, and the session will be forfeited. Missed sessions may be rescheduled only at the sole discretion of the coach.

By purchasing and scheduling coaching sessions, you acknowledge and agree to these policies and to the stored-credential authorization in Section 6.

9. Subscription Services — Website, Marketing & Ongoing Services

This section governs all monthly and annual subscription services provided by Vail Digital Solutions, including but not limited to website development, website management, website care plans, marketing services, and ongoing retainer services.

9.1 Acceptance and Age

Subscriptions are deemed accepted upon confirmation by the Client, which includes completing checkout, signing a proposal, or otherwise authorizing the start of service. By subscribing, the

Client affirms they are at least 18 years of age, or that a parent or legal guardian has authorized the subscription on their behalf.

9.2 Pricing

Prices are subject to change at any time without prior notice; however, this Agreement locks in the package contents and pricing in effect at the time the Client subscribes for the duration of the current term. Any changes to the scope or pricing of the subscription must be agreed to in writing by both parties.

9.3 Minimum Commitment

All subscriptions require a minimum commitment period of six (6) months from the subscription start date, regardless of whether the subscription is billed monthly or annually. This minimum commitment applies to all subscription services offered by Vail Digital Solutions.

After the initial 6-month commitment, the subscription will continue on the same billing cycle (monthly or annual) until canceled by the Client in accordance with Section 9.6.

9.4 Payment Terms

Subscription payments are automatically charged on the scheduled billing date to the Payment Method on file, pursuant to the authorization in Section 6. All subscription payments are non-refundable except as expressly provided in Section 9.6.1.

Vail Digital Solutions reserves the right to suspend or terminate services if payment obligations are not met.

9.5 Past-Due Invoices & Late Fees

This section applies to all invoices issued by Vail Digital Solutions, including subscription renewals, one-off service invoices, and any additional work billed outside the standard subscription.

Payment Due Date. All invoices are due on the date specified on the invoice. If no due date is specified, the invoice is due upon receipt.

Late Fee. Any invoice that remains unpaid more than seven (7) days past its due date will incur a late fee of ten percent (10%) of the unpaid balance. This 10% fee will compound monthly on the then-outstanding balance (including previously assessed late fees) for each additional month the invoice remains unpaid, until the balance is paid in full.

Collection of Past-Due Balances. Vail Digital Solutions may collect past-due invoices and accrued late fees by charging the stored Payment Method on file as a Merchant-Initiated Transaction under Section 6. If an attempted charge is declined or reversed, Vail Digital Solutions reserves the right to (a) continue to attempt the charge, (b) suspend or terminate services, and (c) pursue collection of the unpaid balance through any lawful means, including referral to a collection agency or legal action. The Client agrees to reimburse Vail Digital Solutions for all reasonable costs of collection, including attorney's fees, court costs, and collection agency fees.

9.6 Cancellation

9.6.1 Initial 7-Day Cancellation Window

Clients may cancel a new subscription within seven (7) days of the subscription start date for a full refund of amounts paid for that subscription. This 7-day window is the only circumstance under which subscription fees are refundable.

9.6.2 Cancellation After the 7-Day Window

After the initial 7-day window has passed, the Client may cancel the subscription at any time by submitting a written cancellation request to info@vaildigitalsolutions.com. The cancellation will take effect at the end of the current billing period, and no partial refunds will be issued for the remainder of that period.

Written cancellation requests must be submitted at least thirty (30) days prior to the next billing date to avoid being charged for the next billing cycle. If a cancellation request is received less than 30 days before the next billing date, the Client will be billed for one additional billing cycle, after which no further charges will occur.

9.6.3 Cancellation During the 6-Month Minimum Commitment

If a Client cancels before completing the 6-month minimum commitment, the Client remains responsible for payment of the remaining months of the minimum commitment term. Vail Digital Solutions may, at its sole discretion, offer a reduced early-termination settlement in lieu of the full remaining balance.

9.7 Renewal

After the initial 6-month commitment, subscriptions automatically renew on the same billing cycle (monthly or annual) under the same terms unless canceled in accordance with Section 9.6. To avoid auto-renewal charges for an annual plan, cancellation must be submitted in writing no less than thirty (30) days before the annual renewal date.

9.8 Post-Cancellation Responsibility

After a subscription is canceled, Vail Digital Solutions is no longer responsible for website errors, maintenance, updates, repairs, hosting, licenses, or any other services that were included in the canceled subscription. Any third-party licenses, plugins, themes, or tools provided as part of the subscription may be revoked or deactivated at cancellation, and Vail Digital Solutions is not liable for any resulting loss of functionality, performance, or data.

9.9 Modification of Services

Any request to modify the scope of services, change billing frequency, or move to a non-standard arrangement (such as true month-to-month billing) is subject to Vail Digital Solutions' discretion and may involve revised pricing.

9.10 Acknowledgment

By confirming a subscription, the Client affirms they have read, understood, and agreed to all terms in this Section 9, including the 6-month minimum commitment, payment terms, late fees, cancellation policy, and renewal terms, as well as the stored-credential and merchant-initiated transaction authorization in Section 6.

10. Intellectual Property

All content provided as part of our products and services — including text, graphics, videos, code, templates, designs, training materials, and other materials — is the intellectual property of Vail Digital Solutions LLC or its licensors and is protected by copyright, trademark, and other intellectual property laws. Customers are granted a limited, non-transferable, non-exclusive license to use such materials solely for their own internal business or personal use in connection with the product or service purchased. Redistribution, resale, or public sharing of proprietary materials is prohibited without written consent.

11. Limitation of Liability

To the fullest extent permitted by law, by using the Site or purchasing any product or service, the Visitor waives any claim for damages of any kind — whether direct, indirect, incidental, consequential, special, or punitive — arising from or related to use of the Site, its content, or any product or service provided. In jurisdictions that do not permit such a waiver, our maximum aggregate liability will not exceed the amount paid by the Visitor for the applicable product or service in the twelve (12) months preceding the claim.

Visitor further agrees that Vail Digital Solutions is not liable for damages caused by events outside our reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, natural disasters, pandemics, disruption of communications or infrastructure, labor shortages, strikes, material shortages, or acts of third-party service providers.

12. Governing Law and Jurisdiction

This Agreement is governed by and construed in accordance with the laws of the State of Colorado, United States, without regard to its conflict-of-law provisions. Any legal action or proceeding arising under or relating to this Agreement that is not subject to the arbitration clause in Section 15 shall be brought exclusively in the state or federal courts located in Eagle County, Colorado, and the parties consent to the personal jurisdiction and venue of such courts. If a matter is brought in federal court, the proper venue shall be the federal court nearest to the Company's principal place of business.

13. Entire Agreement

This Agreement, together with any written proposal, order, or statement of work signed or accepted by both parties and the Privacy Policy, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, communications, and understandings, whether written or oral.

14. Amendments

Vail Digital Solutions may update these Terms of Use at any time by posting revised terms on the Site, and such updates will apply to all use of the Site after the posted effective date. Amendments to a specific subscription, statement of work, or proposal must be agreed to in writing by both parties.

15. Disputes & Binding Arbitration

As a condition of using the Site or purchasing any product or service, the Visitor agrees that any claim, dispute, or controversy of any kind — whether in contract, tort, statute, or otherwise — arising out of or relating to the Site, this Agreement, any product or service, privacy issues, or solicitation issues (a “Claim”), will be resolved by binding arbitration.

Arbitration will be administered by the American Arbitration Association (AAA) under its then-current rules. Information about the AAA, its rules, and its forms is available from the American Arbitration Association, 335 Madison Avenue, Floor 10, New York, NY 10017-4605. The arbitration hearing will take place in the city or county where Vail Digital Solutions maintains its principal place of business.

The Visitor waives the right to a jury trial and the right to participate as a representative or member of any class of claimants with respect to any Claim subject to arbitration. Pre-trial discovery rights are limited to those provided in the applicable arbitration rules. The arbitrator’s decision is final and binding, with only the limited rights of appeal provided by law.

The prevailing party in any arbitration will be entitled to recover from the other party all reasonable costs of the arbitration, including attorney’s fees, collection fees, investigation fees, and travel expenses.

16. Applicable Law

The Visitor agrees that the applicable law governing any Claim shall in all cases be the law of the State of Colorado.

17. Contact

For questions about this Agreement, refund requests, cancellations, or any other matter, contact us at info@vaildigitalsolutions.com.

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