

BROOKFIELD MEDIA LLC™

TERMS OF SERVICE

Last Modified: March 20, 2026

This Terms of Service Agreement ("Agreement" or "Terms") is entered into between Brookfield Media LLC™ ("Company," "we," "us," or "our") and you, the individual or entity accessing or using our website, digital products, programs, courses, coaching services, software, and any related content or services (collectively, the "Services"). Our contact email is support@ralphervin.com and our website is located at www.ralphervin.com.

PLEASE READ THESE TERMS CAREFULLY. By accessing or using any part of our Services, you agree to be bound by this Agreement in its entirety. If you do not agree to all terms and conditions herein, you must not access or use the Services. These Terms apply to all users, visitors, clients, customers, and others who access the Services.

We reserve the right to update, modify, or replace any part of these Terms at any time. Updates will be posted to this page with a revised effective date. Your continued use of the Services after any changes are posted constitutes your acceptance of those changes. It is your responsibility to review these Terms periodically.

Section 1 — Eligibility and Acceptance

By using our Services, you represent and warrant that: (a) you are at least 18 years of age, or the age of majority in your jurisdiction, whichever is greater; (b) you have the legal authority and capacity to enter into this Agreement; (c) you are not prohibited from using the Services under any applicable law; and (d) your use of the Services does not violate any applicable laws or regulations.

If you are using the Services on behalf of a business entity, you represent that you have the authority to bind that entity to this Agreement, and "you" shall refer to both you individually and the entity.

Section 2 — Description of Services

Brookfield Media LLC™ provides digital education, business coaching, consulting, online courses, membership programs, software tools, and related media content (including but not limited to videos, written guides, downloadable materials, and live or recorded training sessions). Specific offerings may include, but are not limited to:

- Digital courses and training programs (e.g., Premium Offers Academy, 5-Day Premium Offers Challenge)
- Group and individual coaching and consulting services
- Software-as-a-Service (SaaS) tools and subscriptions (e.g., ProsperOS)
- Free content including videos, articles, and downloadable resources
- Affiliate programs and referral partnerships
- Motivational content series and community engagement materials

The Company reserves the right to modify, suspend, or discontinue any Service or offering at any time without prior notice, and shall not be liable to you or any third party for any such modification, suspension, or discontinuance.

Section 3 — Accounts and Registration

Certain Services may require you to create an account. You agree to provide accurate, current, and complete information during registration and to update such information to keep it accurate, current, and complete. You are responsible for safeguarding your account credentials and for all activity that occurs under your account. You agree to notify us immediately of any unauthorized use of your account.

We reserve the right to suspend or terminate accounts that contain false information, violate these Terms, or are otherwise used in a manner we deem harmful to the Company, other users, or third parties.

Section 4 — Digital Products, Courses, and Access Terms

Upon purchase of any digital product, course, program, or membership, the Company grants you a limited, non-exclusive, non-transferable, revocable license to access and use the purchased content solely for your personal, non-commercial use, subject to the following terms:

- **Access Period:** Unless otherwise specified at the time of purchase, access to digital courses and programs is granted for the period stated in the product description. Lifetime access, where offered, means access for as long as the Company continues to offer the product and is not a guarantee of indefinite access.
- **No Sharing or Redistribution:** You may not share, transfer, sublicense, distribute, copy, resell, or otherwise make available to any third party any portion of the purchased content, including login credentials, course materials, downloads, or recordings.
- **No Derivative Works:** You may not modify, adapt, translate, create derivative works from, or use the content for any commercial purpose without prior written authorization from the Company.
- **Access Following Refund or Chargeback:** In the event of a refund, disputed charge, or chargeback, your license to access the associated content is immediately and

automatically revoked. The Company reserves the right to terminate access without notice upon initiation of a dispute.

- **Software Subscriptions:** Access to SaaS tools or software subscriptions is contingent on continued payment of applicable subscription fees. Failure to pay will result in suspension or termination of access. The Company is not responsible for any data loss resulting from account suspension or termination.

Section 5 — Pricing, Payment, and Billing

All prices are listed in United States Dollars (USD) unless otherwise specified. Prices are subject to change at any time without notice. The Company reserves the right to modify, discontinue, or limit the availability of any product or service at its sole discretion.

By providing payment information, you authorize the Company (or its designated payment processor) to charge the applicable fees. You agree to maintain valid, current payment information and are responsible for all charges incurred under your account. All sales are subject to applicable taxes as required by law.

Subscription services are billed on a recurring basis (monthly or annually, as selected) until cancelled. You may cancel your subscription at any time, but cancellation will take effect at the end of the current billing period. No prorated refunds are issued for mid-period cancellations unless otherwise stated in a product-specific refund policy.

Section 6 — Refund Policy

The Company's refund policy is as follows, unless a product-specific policy is stated at the time of purchase:

- **Consulting Services:** Consulting engagements come with a 30-day money-back guarantee from the date of purchase (transaction date). This guarantee applies to dissatisfaction with the work performed and does not cover scope changes, platform changes initiated by the client, or the client changing their mind about the service after substantial work has commenced.
- **Digital Courses and Programs:** Digital courses and downloadable products are generally non-refundable once access has been granted, as the nature of digital content makes returns impractical. Any exceptions will be explicitly stated at the time of purchase.
- **SaaS / Software Subscriptions:** Subscription fees are non-refundable. You may cancel at any time to prevent future charges.
- **Live Events and Group Programs:** Refund eligibility for live events, group coaching programs, or challenges will be stated in the specific enrollment terms for that offer.

Chargebacks or payment disputes filed with your financial institution in lieu of contacting us are considered a breach of this Agreement and may result in permanent account termination and pursuit of collection of the disputed amount plus associated fees.

Section 7 — Consulting Services

Where the Company provides consulting services, the following terms govern that engagement in addition to any separate written agreement executed between the parties:

- The Company reserves the right to refuse service to any prospective client prior to a commitment being made in the form of payment.
- Additional charges may be requested if the client requests changes to the original project scope or deliverables. Completion of stated deliverables is contingent upon the client providing all necessary assets, materials, access, and approvals within the agreed project timeframe.
- Please provide at least 48 hours' notice if you need to cancel or reschedule a scheduled session. Last-minute cancellations and no-shows will be counted toward the client's budgeted time. If a call finishes early, the full scheduled duration may be counted toward the client's budget unless otherwise stated by the consultant.
- Project timelines commence from the date of the first scheduled kickoff call following receipt of payment.
- Confidentiality: The Company agrees not to disclose, divulge, reveal, or use any confidential information received from the client, except as authorized in writing by the client or as required by law. This obligation survives the termination of any engagement indefinitely.
- Subcontracting: The Company may, at its absolute discretion, engage qualified subcontractors to perform portions of the consulting services. The client will not hire or engage any third parties to assist with the provision of services without written consent. Where subcontractors are engaged, the Company remains responsible for their performance and the applicable fees remain payable by the client to the Company.
- Termination for Breach: In the event that either party materially breaches this Agreement, the non-defaulting party may terminate the engagement immediately and seek indemnification for all reasonable damages arising from the breach.

Section 8 — Affiliate Program

Approved affiliates ("Approved Affiliates," determined at the sole discretion of Brookfield Media LLC™) will earn commission on successful product sale referrals at the rate communicated at the time of approval, unless otherwise agreed in writing. Default commission is 20% of the qualifying sale amount unless a separate affiliate agreement specifies otherwise. Consulting services are not eligible for affiliate commission unless otherwise agreed in writing.

Affiliate commissions are paid on the 15th of each month. Commissions are only paid on referrals that are (a) older than 30 days from the date of the originating purchase and (b) in good standing (not refunded, disputed, or revoked). If, within 30 days prior to a scheduled payout, an originating purchase is refunded, revoked, charged back, or otherwise cancelled, the Company reserves the right to withhold or reverse the associated commission.

All affiliate commissions are paid via PayPal (or such other method as designated by the Company). The Company reserves the right to remove any Approved Affiliate from the program at any time, for any reason, with or without notice. Affiliates are prohibited from making income claims, results guarantees, or representations about the Company's products that are not expressly authorized in writing by the Company.

Section 9 — Intellectual Property Ownership

All content, materials, and works published, distributed, or made available through the Services — including but not limited to course content, training videos, written guides, frameworks, graphics, audio recordings, software, website copy, brand assets, and logos — are the exclusive intellectual property of Brookfield Media LLC™ or its licensed content providers and are protected by applicable U.S. and international copyright, trademark, and intellectual property laws.

Nothing in these Terms grants you any ownership interest in the Company's intellectual property. The limited license granted to you under Section 4 does not constitute a transfer of ownership of any kind. Unauthorized reproduction, distribution, public display, or creation of derivative works from any Company content is strictly prohibited and may result in immediate termination of access and pursuit of legal remedies.

DMCA Notice: If you believe that any content on our platform infringes your copyright, please send a written notice containing: (a) a description of the copyrighted work; (b) a description of where the allegedly infringing material is located; (c) your contact information; (d) a statement that you have a good faith belief that the use is not authorized; and (e) your electronic or physical signature, to: support@ralphervin.com. We will respond to valid DMCA notices in accordance with applicable law.

Section 10 — FTC Earnings and Results Disclaimer

IMPORTANT NOTICE REQUIRED BY THE FEDERAL TRADE COMMISSION (FTC):

The Company makes no guarantee, warranty, or representation of any specific income, revenue, business results, or outcomes from participation in any of our programs, courses, consulting services, or use of any tools or strategies taught by the Company. Any income figures, client success stories, testimonials, or case studies referenced in our marketing materials, website, or content represent exceptional results that are not typical and are not a guarantee of what you will achieve.

Your results will vary and depend on many factors, including but not limited to: your prior experience, work ethic, market conditions, the effort and time you invest, your business model, and factors beyond anyone's control. Business involves risk. You assume all risk associated with any business decisions you make based on information provided through our Services. The Company shall not be held liable for any business losses, financial losses, or other damages resulting from your participation in our programs or application of the content we provide.

Testimonials displayed are real, but individual results may vary and are not a guarantee of your results.

Section 11 — User Conduct and Prohibited Uses

You agree to use the Services only for lawful purposes and in a manner that does not infringe the rights of others or restrict or inhibit their use of the Services. You are prohibited from using the Services or any content available through the Services to:

- Engage in any unlawful, fraudulent, or deceptive activity
- Violate any applicable federal, state, local, or international law or regulation
- Infringe upon or violate the intellectual property rights of the Company or any third party
- Harass, abuse, threaten, defame, discriminate against, or intimidate any individual or group
- Upload or transmit viruses, malware, spyware, or any other malicious or destructive code
- Collect, track, or harvest personal information of other users without their consent
- Spam, phish, pharm, pretext, or engage in any unauthorized automated data collection (scraping, crawling, etc.)
- Reproduce, resell, distribute, or sublicense any purchased content or access credentials
- Represent yourself as a representative or affiliate of the Company without written authorization
- Interfere with or disrupt the integrity or performance of the Services or underlying infrastructure

Violation of any of the above may result in immediate termination of access to the Services without refund, and may subject you to civil or criminal liability.

Section 12 — User Submissions and Feedback

If you submit comments, testimonials, creative ideas, suggestions, feedback, or other materials to the Company — whether solicited or unsolicited — you grant the Company a perpetual, irrevocable, worldwide, royalty-free, fully sublicensable license to use, reproduce, modify, publish, distribute, translate, and display such submissions in any medium and for any purpose, including marketing and promotional use, without compensation or attribution to you.

You represent that your submissions are your own original work, that you have the right to grant this license, and that they do not infringe upon any third-party rights. The Company is not obligated to maintain confidentiality of any submissions or to respond to them. The Company may, but is not obligated to, monitor, edit, or remove user-generated content that it determines, at its sole discretion, to be unlawful, harmful, or in violation of these Terms.

Section 13 — Third-Party Links, Tools, and Services

The Services may contain links to, or integrations with, third-party websites, platforms, or services not owned or controlled by the Company. These are provided for convenience only. The Company does not endorse and is not responsible for the content, accuracy, policies, or practices of any third-party site or service. Your interactions with any third party are solely between you and that third party.

We may provide access to optional third-party tools and integrations (such as payment processors, CRM platforms, email service providers, or video hosting services) “as is” and “as available,” without any warranties or representations. You acknowledge that your use of such tools is at your own risk and subject to the third party’s own terms of service.

Section 14 — Personal Information and Privacy

Your submission of personal information through any of our Services is governed by our Privacy Policy, which is incorporated into these Terms by reference. By using our Services, you consent to the collection and use of your personal information as described in the Privacy Policy.

We are committed to complying with applicable privacy laws and will not collect sensitive personal data (including health, genetic, religious, ethnic, or sexual orientation information) beyond what is strictly necessary for delivering our Services, and only with your explicit consent where required.

Section 15 — Accuracy of Information

While we make reasonable efforts to ensure that the information provided through our Services is accurate and current, we make no warranties regarding the completeness, accuracy, or timeliness of any content. The material on our website and within our programs is provided for general educational and informational purposes only and should not be relied upon as the sole basis for any business, financial, legal, or professional decision.

The Company reserves the right to correct errors, update information, or modify content at any time without prior notice.

Section 16 — Disclaimer of Warranties

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY REPRESENTATION,

WARRANTY, OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, OR QUIET ENJOYMENT. THE COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT ANY DEFECTS WILL BE CORRECTED.

The Company does not guarantee that the Services will meet your expectations or that any particular result or outcome will be achieved through use of the Services.

Section 17 — Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL BROOKFIELD MEDIA LLC™, ITS OWNERS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, SUBCONTRACTORS, SERVICE PROVIDERS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST REVENUE, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, OR ANY OTHER PECUNIARY LOSS, ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS TO OR USE OF (OR INABILITY TO ACCESS OR USE) THE SERVICES, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL THE COMPANY'S TOTAL AGGREGATE LIABILITY TO YOU FOR ANY CLAIMS ARISING UNDER THESE TERMS EXCEED THE GREATER OF: (A) THE TOTAL AMOUNT PAID BY YOU TO THE COMPANY IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, OR (B) ONE HUNDRED U.S. DOLLARS (\$100).

Because some jurisdictions do not allow certain limitations of liability, the above limitations may not apply to you in full. In such jurisdictions, our liability shall be limited to the maximum extent permitted by applicable law.

Section 18 — Indemnification

You agree to indemnify, defend, and hold harmless Brookfield Media LLC™ and its officers, directors, owners, employees, affiliates, agents, subcontractors, service providers, and licensors from and against any and all claims, demands, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) your access to or use of the Services; (b) your breach of these Terms or any document incorporated herein by reference; (c) your violation of any applicable law or regulation; (d) your violation of any third-party right, including intellectual property rights; or (e) any content you submit, post, or transmit through the Services.

Section 19 — Dispute Resolution and Binding Arbitration

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

Agreement to Arbitrate: You and the Company agree that any dispute, claim, or controversy arising out of or relating to these Terms, or the breach, termination, enforcement, interpretation, or validity thereof, or the use of the Services (collectively, “Disputes”), shall be resolved by binding individual arbitration, rather than in court, EXCEPT THAT either party may bring claims in small claims court if the claims qualify.

Waiver of Class Actions: YOU AND THE COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. The arbitrator may not consolidate more than one person’s claims and may not otherwise preside over any form of representative or class proceeding.

Arbitration Process: Arbitration shall be conducted by a mutually agreed upon arbitrator or, if the parties cannot agree, under the rules of the American Arbitration Association (AAA) Consumer Arbitration Rules then in effect. The arbitration shall take place in New Jersey or, at the Company’s discretion, via video conference. The arbitrator’s decision shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

Pre-Arbitration Dispute Resolution: Before initiating arbitration, you agree to contact us at support@ralphervin.com and attempt to resolve the Dispute informally. If the Dispute is not resolved within 30 days of your notice, you may initiate arbitration.

Opt-Out: You may opt out of this arbitration agreement by sending written notice to support@ralphervin.com within 30 days of first accepting these Terms. Your notice must include your full name, email address, and a clear statement that you wish to opt out of binding arbitration.

Section 20 — Force Majeure

The Company shall not be liable for any failure or delay in performance of its obligations under these Terms where such failure or delay results from any cause beyond the Company’s reasonable control, including but not limited to: acts of God; natural disasters; pandemic or public health emergencies; government action or regulation; infrastructure or internet failures; cyber attacks; power outages; war; civil unrest; or any other event outside the Company’s reasonable control (each, a “Force Majeure Event”).

In the event of a Force Majeure Event, the Company will make reasonable efforts to notify affected clients and to resume normal operations as soon as practicable. Where a Force Majeure Event materially prevents delivery of a purchased service for more than 60 consecutive days, the Company will work in good faith with affected clients to reschedule, substitute, or otherwise accommodate the disruption.

Section 21 — Right to Refuse Service and Terminate Engagements

The Company reserves the absolute right, at its sole and exclusive discretion, to decline to enter into, continue, or complete any professional relationship, engagement, or transaction with any individual or entity, at any time, for any reason or no reason, including but not limited to:

- Conduct that is abusive, threatening, disrespectful, or hostile toward the Company, its team members, contractors, affiliates, or other clients
- Failure to cooperate, communicate, or provide materials necessary for the Company to perform its obligations
- Material misrepresentation of the client's business, goals, experience, or circumstances prior to or during the engagement
- Repeated scope changes, unreasonable demands, or conduct inconsistent with a productive professional relationship
- Breach or suspected breach of any provision of these Terms
- Any other conduct the Company, in its sole judgment, determines is incompatible with delivering its Services effectively or maintaining the integrity of its brand and community

This right applies at every stage of the client relationship: before an inquiry is accepted, after an inquiry is received but before payment is made, and at any point during an active engagement.

Right to Retain Fees Upon Termination for Cause: In the event the Company terminates an engagement pursuant to this Section, the Company shall have no obligation to refund any fees paid by the client, in whole or in part, unless the termination occurs before any work, access, or services have been delivered. Where partial services have been rendered, the Company shall retain fees proportional to the work completed, as determined in the Company's reasonable judgment. No refund shall be issued where termination results from the client's breach of these Terms, abusive conduct, or non-cooperation.

Pre-Engagement Right to Decline: The Company is under no obligation to accept any inquiry, application, or purchase request. Submission of an inquiry form, application, or expression of interest does not create any contractual obligation on the part of the Company. The Company may decline any prospective engagement without explanation and without liability.

This Section supplements and does not limit the termination rights set forth in Section 22 (Termination) or the refund terms set forth in Section 6 (Refund Policy).

Section 22 — Termination

These Terms are effective unless and until terminated by either you or the Company. You may terminate your use of the Services at any time by notifying us at support@ralphervin.com that you no longer wish to use our Services, or by ceasing to access and use them.

The Company may terminate or suspend your access to the Services at any time, with or without cause, with or without notice, including but not limited to cases where you have

breached these Terms. Upon termination, all rights and licenses granted to you under these Terms immediately cease. Provisions of these Terms that by their nature should survive termination — including but not limited to intellectual property, disclaimer of warranties, limitation of liability, indemnification, and dispute resolution — shall survive termination.

Any fees paid prior to termination are non-refundable except as expressly provided in Section 6 (Refund Policy) and Section 21 (Right to Refuse Service and Terminate Engagements). You will remain liable for all amounts due up to and including the date of termination.

Section 23 — Governing Law and Jurisdiction

These Terms and any Dispute arising out of or related to them or the Services shall be governed by and construed in accordance with the laws of the State of New Jersey, United States, without regard to its conflict of law provisions. To the extent that any matter is not subject to arbitration under Section 19, the parties consent to the exclusive jurisdiction of the state and federal courts located in New Jersey and waive any objection to the exercise of personal jurisdiction or venue by such courts.

Section 24 — Severability

If any provision of these Terms is found to be unlawful, void, or unenforceable by a court or arbitrator of competent jurisdiction, that provision shall be enforced to the maximum extent permissible, and the remaining provisions of these Terms shall remain in full force and effect. The invalidity of any single provision shall not affect the validity or enforceability of any other provision.

Section 25 — Waiver

The failure of the Company to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. A waiver by the Company of any default shall not constitute a waiver of any subsequent default. No waiver of any right under these Terms shall be effective unless made in writing and signed by a duly authorized representative of the Company.

Section 26 — Entire Agreement

These Terms, together with the Privacy Policy and any additional terms or agreements incorporated herein by reference or agreed to in writing between the parties, constitute the

entire agreement between you and the Company with respect to the subject matter hereof and supersede all prior or contemporaneous communications, representations, agreements, and understandings, whether written or oral, between the parties relating to the Services.

These Terms shall not be construed against the drafting party. Any ambiguity shall be resolved in a fair and reasonable manner giving effect to the intent of the parties.

Section 27 — Changes to These Terms

The Company reserves the right to update or modify these Terms at any time at its sole discretion. The most current version of these Terms will always be available at our website. The effective date at the top of this document indicates when the most recent revision was made. Your continued use of the Services following the posting of revised Terms constitutes your acceptance of the revised Terms. If any change is material, we will make reasonable efforts to notify you via email or a prominent notice on the website.

Section 27 — Contact Information

Questions, notices, or concerns regarding these Terms of Service may be directed to:

Brookfield Media LLC™

Email: support@ralphervin.com

Website: www.ralphervin.com

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