

# TERMS

(Effective as of 21/July/2023)

## 1. GENERAL ACCEPTANCE

Welcome to the <https://BeyondInfinity.club> herein "Website" OR "Service"). The Website is owned and operated by 10 to Infinity, LLC (doing business as Beyond Infinity) and our website domain <https://BeyondInfinity.club> (referred to herein as "10toInfinity", "Beyond Infinity", "we", or "us") empowers the Members as either affiliate referrers (producers), to use the products, services, affiliate programs, intellectual property, features, and benefits for their personal benefit.

By using the Website and Service, you ("User", "Member", "Affiliate", "Referrer", or "you") agree to these Terms of Use ("TERMS") and the Privacy Policy available as a link on this Website. If you do not agree to be bound by these, you do not have permission to use the Website.

## 2. ACCESS TO THE WEBSITE

Although it is the intention of 10toInfinity for the platform and service to be available as much as possible, there will be occasions when access to the platform and service may be interrupted, including, without limitation, for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment. Will not be liable if for any reason this Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts or all of this Website.

## 3. ACCEPTABLE USE

10toInfinity hereby grants you the right to access and use the Website only for the purposes of sharing information in accordance with the TERMS. When you post information either by text, audio, or video to this Website, you convey any right, worldwide, to the Intellectual Property to us, royalty free and without expectation of compensation. If you are uploading information, created by a third-party, to the Website, you declare that you have the right to use that information or you indemnify and hold harmless 10toInfinity against all claims for your use of such information.

## 4. PRIVACY POLICY

Our privacy policy, which sets out how we will use your information, can be found at [HERE](#). By using this Website, you consent to the processing described therein and warrant that all data provided by you is accurate.

## 5. REGISTRATION (JOIN)

We invite you to JOIN at the Website. If you do not register, you may not be able to use all the features of the Website or Service. If you JOIN, you agree to provide true, accurate and complete information about yourself. You also agree to update registration information, your personal profile, to maintain its truth, accuracy and completeness. If you fail to do so, we may suspend or cancel your use of the Website without liability to us. When you JOIN this Website, you understand that you are also enrolled as a Basic Member with the option to become a Paid Member. You are only allowed to have 1 personal account and/or 1 business account. If it is discovered that you have more than 1 account in each category, you may be asked to choose which account you want to keep and the other(s) will be banned. For any purchases, you wish to make through the Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, all relevant credit card information to complete your purchase. You represent and warrant that:

- you have the legal right to use any credit card(s) or other payment method(s) about any Purchase; and that
- the information you supply to us is true, correct and complete.

Service shall mean for purposes the technology, methods, procedures, and storage of certain Personal Information, subject to our Privacy Policy, such that the Service or 10toInfinity, or its designated processor may at a minimum, but not limited to, register an individual and/or legal entity (only one per type), as a Member or Affiliate, for its own programs and also make appropriate referral to one or more "Member designated" third-parties for which a potential referral commission may be paid to the Member/Affiliate, us, or our assignee.

## 6. PROTECTION OF CHILDREN

You must not use or register on this Website if you are under the age of 18. If you use the Website, you hereby represent and warrant that you are at least 18 years of age. In compliance with the Children's Online Privacy Protection Act, any information we receive from users we believe to be under the age of 13 will be purged from our database. We reserve the right to refuse registration to anyone below the age of 18 as our absolute right. If you are aware of a minor using this Website, you are asked to report it to us immediately. 10toInfinity is committed to protecting our children (minors).

## 7. TERMINATION OF ACCOUNT

We may terminate your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation, if you breach our TERMS. Upon termination, your right to use the Service will immediately cease. If you wish to terminate your account, you may simply discontinue using the Service.

Indemnification: You agree to defend, indemnify and hold harmless 10toInfinity and all associated with 10toInfinity, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses, including but not limited to attorney's fees. You accept we do not provide a guarantee of suitability - you should obtain that from a licensed provider, we do not provide a warranty of fitness of purpose or warranty of merchantability. All products and services purchase via the Service are subject to the warranty and refund policy of the ultimate vender.

## 8. USER OBLIGATION

You agree not to reproduce, modify, copy, frame, reproduce, display, transmit, distribute, publish, sell, or otherwise commercially exploit the Website and/or Content in any form or by any means, in whole or in part, without express written permission from Us, and any such use is strictly prohibited, except in regard to your own Materials posted on the Website in accordance with the TERMS or as expressly allowed in these TERMS. Unless you have received specific written permission from us, you may not (a) frame or otherwise impose editorial comment, commercial material or any information or content on, or in proximity to, Content or Materials displayed on the Website or (b) alter or modify any Content on the Website.

## 9. CONTENT STANDARDS; UNAUTHORIZED CONTENT

The Website may allow you to upload, post, and/or distribute Materials, use the Website, view, copy or download Content and Materials for your personal, non-commercial use, subject to the following conditions:

- You understand that all your Materials and the consequences of such posting Materials are your sole responsibility and are subject to the TERMS and the Privacy Policy.
- You understand that by using the Website you may be exposed to Materials that are offensive, objectionable or indecent which we cannot control or may be allowed under international law, the US Constitution, its First Amendment, or Federal and State Law. 10toInfinity may, but is not obligated to, preview or review any Materials and, in its sole discretion, block or remove without notice Materials that violate the TERMS or are otherwise objectionable from the Website. However, failure to block or remove any Materials is not an endorsement, warranty, representation, or guarantee regarding such Materials. Buy your use of this Website, you agree to indemnify, hold harmless 10toInfinity, our directors, officers, advisors, vendors, employees, and other Members.
- You represent and warrant that your Materials do not infringe the copyright, trademark, publicity/privacy right or other intellectual property or proprietary right of any third party. Unless expressly allowed in the TERMS or you receive prior written consent from 10toInfinity, you shall not upload to, distribute through third-party channels such as social media, or otherwise publish through the Website any Materials that are commercial in nature or Materials that contain any solicitation of funds (except by or on behalf of nonprofits or other charities as described herein), promotion, advertising or solicitation for goods or services without 10toInfinity's express written consent.

By posting, uploading or otherwise distributing your Materials on the Website, you explicitly consent that other users of the Website may access, display, view, store, and/or download such Materials, and post or forward such Materials to others who may or may not be registered Users of the Website and you hereby grant (and represent and warrant that you have all necessary rights to grant) to 10toInfinity a perpetual, sub-licensable, transferable, world-wide, non-exclusive, royalty free, license to all your rights in the Materials (including moral rights) for all purposes, including but not limited to use, copy, reproduce, modify, adapt, publish, edit, translate, create derivative works from, transmit, distribute, display, perform, or derive revenue or other remuneration from such Materials and incorporate such Materials into other works in any form, media or technology. By providing Materials to the Website, you hereby permit 10toInfinity to identify you as the provider of such Materials in any form, media and technology. You may revoke this license regarding the right to display your Materials by removing your Materials from the Website.

## 10. INTELLECTUAL PROPERTY, SOFTWARE AND CONTENT

The Service and its original content, features and functionality are and will remain the exclusive property of 10toInfinity and its licensors. The Service is protected by copyright, trademark, and other laws of the United States and foreign countries. Our trademarks may not be used about any product or service without the prior written consent of 10toInfinity. Links to Other Web Sites: Our Service may contain links to third-party websites or services that are not owned or controlled by 10toInfinity. You acknowledge and agree that 10toInfinity shall not be responsible or liable and you agree to indemnify (see Indemnification) us for any damage or loss caused by your use of any such websites or services. Also, you agree that any product purchased through this Service is subject to the TERMS of the websites or services which offer said products and services. Our products are delivered digitally. We do not sell any physically delivered products. Therefore, there is no need for a shipping or return policy.

## 11. DISCLAIMER AS TO OWNERSHIP OF TRADEMARKS, IMAGES OF PERSONALITIES AND THIRD PARTY COPYRIGHT

All content of the Website, which may include without limitation, information, text, data, photographs, audio, video, images, graphics, logos, trademarks, service marks, and other content or Materials, associated technology and software, and the look and feel of the Website (collectively "Content"), are the proprietary property of 10toInfinity or its licensors and is owned by 10toInfinity or its licensors. Any rights to Content not expressly granted to you herein are reserved by 10toInfinity. Unless explicitly stated herein, nothing in these TERMS shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise.

## 12. LIMITATION OF LIABILITY:

In no event shall 10toInfinity, nor all associated with 10toInfinity, be liable for any direct or indirect or consequential damages, or any other legal theory, whether we have been informed of the possibility of such damage.

## 13. ADVERTISING POLICY

You may not advertise our Website, Service, features, benefits, compensation plans, or any other intellectual property of 10toInfinity or its third-party vendors without first obtaining written permission to do so. Your failure to comply with this section of the TERMS may result in your Termination or Suspension from the use of the Website or Services. If notified by us, you must immediately remove such content from the Internet or your website. You agree that your violation of this Advertising Policy shall cause you to invoke your Indemnification and Limitation of Liability clauses of these TERMS. You may be held incur civil liability with us and other liabilities with regulators.

## 14. GOVERNING LAW

While using the Website, you must comply with all applicable domestic and international laws, statutes, ordinances, and regulations. These TERMS shall be governed and construed in accordance with the laws of England and Wales without consideration of any conflicts of law. Our failure to enforce any right or provision of these TERMS will not be considered a waiver of those rights. If any provision of these TERMS is held to be invalid or unenforceable by a court, the remaining provisions of these TERMS will remain in effect.

## 15. EMAIL AND MESSAGING FROM THE WEBSITE OR SERVICES:

If you provide your email address at the Website, we may use your email address to contact you and notify you of any Website news as you have "Opt-In" as per the Can SPAM Act or any future international or federal or state law. You may be able to choose which types of email you receive from us by changing your account settings at the Website. Generally, you cannot

16. Opt-OUT of receiving certain communications such as service-related announcements and administrative messages, except by terminating your account.

You agree that 10toInfinity has no liability or responsibility for the storage or deletion or other use of any Materials that you submit or post or emails you send through the Website.

10toInfinity reserves the right to change its general practices and limits at any time in its sole discretion, with or without written notice.

## 17. PROHIBITION

You also agree not to (or attempt to), unless approved by us in writing: "stalk" or otherwise harass anyone; upload, distribute, or otherwise publish any Materials to or through the Website that contain viruses or other computer code, corrupt files or programs designed to interrupt, destroy or limit the functionality or disrupt any software, hardware, telecommunications, networks, servers or other equipment; post, upload, or distribute any Materials, other than approved by Us in writing, that constitute or contain affiliate marketing, link referral code, junk mail, spam, chain letters, pyramid schemes, or unsolicited commercial advertisement. You may not advertise our Website or Service without our written permission.

Post, upload or otherwise distribute any private, personally identifiable, financial, voting, confidential, or proprietary information of another individual or entity without their written express permission; collect personal data about other users for commercial or unlawful purposes; use automated means, including spiders, robots, crawlers, data mining tools, or the like to scrape or download data from the Website; impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity; upload, post or distribute any Materials which, in 10toInfinity's sole determination, are indecent, libelous, defamatory, obscene, profane (or partially obscured profanity), harmful of minors in any way, threatening, invasive of privacy or publicity rights, abusive, illegal, harassing, otherwise objectionable, contain expressions of hatred, bigotry, racism or pornography, or would constitute or encourage a criminal offense or other illegal activity, violate the rights of any party or any law; attempt to gain unauthorized access to 10toInfinity' computer systems or engage in any activity that disrupts, diminishes the quality, interferes with the performance, or impairs the functionality of the Website; create multiple user accounts by automated means or under false or fraudulent pretenses; remove or obscure any copyright or other proprietary notices from the Content; republish Content on any Internet, Intranet or Extranet website or incorporate the Content in any other database or compilation (except for your Materials); sell, reproduce, distribute, modify, display, prepare derivative works based on, or otherwise make unauthorized use of any Content, which is protected by trademarks, copyrights, trade dress or other intellectual property rights; or access, use, modify, copy, reverse engineer, or otherwise derive the source code of any software associated with the Website; post a main campaign photo that includes corporate branding (including name, logo, and other visual representations of the company); and include a corporate name in a campaign title.

## 18. NO REPRESENTATIONS, WARRANTIES OR ENDORSEMENTS

The content and materials provided on the Website or in email messages are gathered from a variety of sources and are intended solely as general information. Inclusion of any content or materials on the Website does not constitute or indicate 10toInfinity endorsement, representation or warranty of such information (which may include organization descriptions and missions, donation amounts) or its accuracy, completeness, or timeliness. Through the Website (including materials, content, and emails), you may receive access to individuals or entities; however, your choice to contact or deal with any of these individuals or entities is your sole responsibility and 10toInfinity is not involved in any transactions or dealings you have with any third parties.

## 19. INDEMNITY

You agree to indemnify, defend, and hold 10toInfinity and its respective third-party service providers, officers, directors, employees, advisors, agents, representatives, and affiliates and (collectively, "Affiliates") harmless from any claim, action, or demand, and associated costs and expenses (including reasonable attorney's fees) arising out of your (or anyone using your password) Materials; use of the Website; interaction with campaigns, companies or organizations that advertise or solicit donations on the Website; violation of these TERMS; or violation of any third party's intellectual property, privacy or other rights.

## 20. DISCLAIMER OF WARRANTIES

Except if expressly provided otherwise in these TERMS, the Website (including without limitation, all content, materials (and material linked thereto), advertisements, links, social media, and emails) is provided to you "AS IS" and "as available" without warranty of any kind. 10toInfinity does not guarantee or warranty the accuracy, legality, appropriateness, truthfulness, or other qualities of any materials or the related products, equipment, or services. 10toInfinity hereby disclaims to the maximum extent permitted by law: all warranties either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose and non-infringement; and other warranties not limited to: uninterrupted use; availability of the Website; lack of viruses, worms, Trojan horses, or code that manifests contaminating or destructive properties; accuracy, completeness, reliability, timeliness, currency, or usefulness of any information provided on or through the website; and any duties of reasonable care, workmanlike effort or lack of negligence in connection with the website. In short You the BUYER BEWARE and use your own judgment. 10toInfinity is not engaged in the provision of legal, tax, or other professional advice or services and you agree that the website does not contain any legal, tax, or other licensed or other professional advice. If you need such services, you should contact the appropriate licensed and qualified professional. 10toInfinity is not involved with the processing, exchange, donations of money as may be arranged by third parties on the Website; therefore, 10toInfinity is not responsible for any transactions associated with donations solicited, promised, or otherwise on the Website, nor can we be responsible for your obtaining a copy, deductible receipt.

## 21. ASSUMPTION OF RISKS

Your interactions with the Website, the Services, Members, Users or other third parties (including advertisers, campaigns, charities, and others) are solely between you and such individuals or entities. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree that 10toInfinity shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. If there is a dispute between Users of this Website, or between a User and any third party, you understand and agree that 10toInfinity is under no obligation to become involved and is not subject to any liability.

## 22. LIABILITY LIMITATION

To the maximum extent allowed by law, you agree that neither 10toInfinity, nor any of its Affiliates will be liable to you and/or any third party for any direct, indirect, consequential, exemplary, special, punitive, or incidental damages (including but not limited to lost profits, loss of privacy, loss of data, deletion or failure to store email messages, damage to user computer systems) whatsoever that arise out of or are related to: the Website (and your use of, or inability to use, the website); the modification, alteration, or termination of the website or your access to it; or any breach of these TERMS, even if 10toInfinity has been advised of the possibility of such damages and even in the event of fault, tort, or strict or product liability. Any claims arising from the Website or Service must be brought within one year of the date on which liability arose and you agree to settle for liquidated damages not to exceed the amounts paid to us. Neither 10toInfinity nor its Affiliates are responsible for any violation of the privacy or other rights of any third party due to posting of voting information, which is the sole responsibility of the user posting such information.

## 23. LINKS

10toInfinity and Website Members or users may provide links to third party websites (including advertisers and others) on the Website. Third parties are not under the control of 10toInfinity and 10toInfinity is not responsible for their content or conduct. If you access a third-party website from the Website, you do so at your own risk. It is your responsibility to have anti-virus and malware software to protect your computer. 10toInfinity provides links as a convenience and the inclusion of the link does not indicate or imply that 10toInfinity endorses, represents, warrants, or accepts any responsibility for the content on third-party websites. Additionally, your dealings with or participation in offers or solicitations from third parties found on the Website, including delivery and any other TERMS (such as warranties, guarantees, etc.) are solely between you and such third parties. You agree that 10toInfinity shall not be responsible for any loss or damage of any sort relating to your dealings with such third parties.

## 24. DONATIONS TO CHARITIES OR OTHER NONPROFITS

We are not involved in any fundraising, crowdfunding, or donation scheme. If by some method, you are using the Website or Service to facilitate a contribution to any organization or person, you understand that your contribution is being made directly to such organization or person and that 10toInfinity will not have access to or control of your funds. Any funds put towards personal projects are coming directly from commissions through the 10toInfinity pay plan. 10toInfinity makes no representations as to your legal rights or obligations and you should not rely on 10toInfinity for legal advice. We recommend you consult with legal counsel or your accountant if you have any questions regarding your commissions.

## 25. MERCHANT PROCESSING OF CREDIT CARDS

10toInfinity may have contracted with various merchant processors to process your credit card and Bitcoin transactions and to make certain payments to you. You agree that the transaction is subject to the TERMS of service found at on their websites. These processors may deduct an administration fee, or a transaction fee from your transactions for costs associated with the transaction. By your use of this Website, you authorize the collection of fees on transactions by us and/or our third-parties.

For any purchase, you wish to make through the Website ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, all relevant credit card information to complete your Purchase. You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete. You expressly agree that 10toInfinity is not responsible for any loss or damage arising from the submission of false or inaccurate information. You also grant us the right to provide the information to third-parties for purposes of facilitating the completion of Purchases.

Credit/Debit Card Chargebacks. You agree to not chargeback any credit or debit card transaction with us. However, you may request a refund within 3 days of purchase.

## 26. INDEPENDENT CONTRACTOR STATUS (FREELANCER)

You agree by your use of this Website and Service that our relationship is never employer-employee. As an Independent Contractor (Freelancer). You own your own micro-enterprise business and are responsible to pay any taxes, including but not limited to income and sales tax due any government agency from your involvement with us. You are responsible for all your own expenses without expectation of reimbursement from us.

## 27. TERMINATION

10toInfinity reserves the right, at its sole discretion, to immediately, with or without notice, suspend or terminate your registration, the TERMS, and/or your access to all or a portion of the Website and/or remove any registration information or Materials from the Website, for any reason (including if you breach any of the provisions of the TERMS). Upon termination or expiration of the TERMS, your obligations and 10toInfinity's rights and disclaimers survive, but your right to use the Website immediately ceases. 10toInfinity's failure to act with respect to a breach by you or others does not waive 10toInfinity's right to act with respect to subsequent or similar breaches.

## 28. ENTIRE AGREEMENT

The TERMS and Privacy Policy, as amended from time to time, constitute the entire agreement between you and us. If any provision of these TERMS shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these TERMS and shall not affect the validity and enforceability of any remaining provisions. We reserve the right, at our discretion, to modify these TERMS at any time. Changes to these TERMS will be posted on the Website or may be sent to you via e-mail. All changes are effective upon posting to the Website. Your continued use of the Website following a posting of changes is your agreement to the changes and you are bound by the then-current version of these TERMS. If any changes to these TERMS are unacceptable to you, you must discontinue use of the Website. 10toInfinity reserves the right to suspend or deny, in its sole discretion, your access to all or any portion of the Website.

## 29. CANCELLATION AND REFUND POLICY

Refunds will NOT be issued if you as an Independent Affiliate have already received commission(s) that is equal or exceeds your initial product purchase. If an Independent Affiliate has earned commission(s) less than the initial product purchase, the difference will be refunded. You can send a written "Request for Refund" by email to: [support@BeyondInfinity.club](mailto:support@BeyondInfinity.club). If needed, you may seek assistance through support, as well.

## 30. COMPANY LOCATIONS

We are more of a virtual company working from our homes. However, we have one company address.

10 to Infinity, LLC  
30 North Gould ST  
Sheridan, WY 82801  
USA