

VERSION 7 · AUGUST 19, 2026

Program Terms & Conditions

The agreement between you and Peter Swain Inc. *Please read Section G1 — it affects your legal rights.*

IN THESE TERMS: A UNIVERSAL → B COMMUNITY → C SUPPORT → D CONTINUITY → E COURSES → F LIVE → G
GENERAL → APPENDICES 1-5

Your agreement with us

These Terms & Conditions form the agreement between you ("you", "the member") and Peter Swain Inc. ("we", "us", "our"), the company that provides our programs, courses, memberships and community. By purchasing, registering for, or accessing any of our programs, you agree to these terms.

The terms are organized in sections. **Sections A, B, C and G apply to everyone.** Sections D, E and F apply depending on the type of program you have joined — a recurring membership, a self-paced course, or a live program. Where more than one applies to you, they all apply together.

Please read Section G1 (Dispute resolution) carefully. It affects your legal rights, including how disputes between us are resolved and your ability to bring or take part in a class action.

How you accept these terms

These terms apply to you from the moment you purchase, register for or access any of our programs. We record your acceptance in one of two ways.

Online purchases. At checkout or enrolment you confirm that you have read and agree to these terms, and we record that acceptance together with the version that applies.

Purchases made by phone, in person, or any other way without an online checkout. Where you purchase without ticking a box, we will send you a copy of these terms by email, identifying the version, at or immediately after the point of purchase. **The date we send that email to the address you have given us is the date these terms take effect between us,** and your purchase, your payment, or your continued participation in the program constitutes your acceptance of them. If you have not received that email, tell us at team@peterswain.com and we will resend it — but please do not assume that not receiving it means the terms do not apply.

The version in force between us is the version identified in your acceptance record, or in the email sent to you, together with any amendment made under A9. Every version of these terms remains available from us on request.

Who you are contracting with

Your agreement and your relationship is exclusively with Peter Swain Inc., the legal entity that provides the programs. Peter Swain in his personal and individual capacity is separate from, and not the same party as, Peter Swain Inc. Nothing in these terms, and nothing in any program, creates any contract, obligation or liability on the part of Peter Swain as an individual. The party responsible to you, and the only party you are contracting with, is Peter Swain Inc.

Universal Terms

This section applies to every program, course, membership and community we operate.

A1. What we provide

We provide education, training, coaching, community access and related materials for informational and educational purposes. Program formats, schedules, speakers, curricula and deliverables are described in the appendix to each program (the "we will / you will" schedule) and may change — see the relevant section below.

A2. No professional advice

Our content is provided for education and entertainment purposes only. Nothing we provide constitutes legal, financial, tax, investment, medical or other professional advice, and no professional relationship is created. You are solely responsible for the decisions you make and the actions you take based on our content, and you should seek independent, qualified advice before acting.

A3. Your responsibility for your own setup

We are not responsible for your technology or environment. This includes, without limitation, your internet connection, browser, device, operating system, email deliverability, calendar, cloud storage, video-conferencing software (including Zoom), or any third-party platform you use to access our programs. We will take all reasonable steps to ensure access is available, but interruptions caused by your own equipment, connectivity or third-party services are not our responsibility and do not entitle you to a refund.

A4. Your compliance with your own laws

Our programs are delivered to members in many jurisdictions. It is your responsibility to ensure that anything you do using our materials complies with the laws that apply to you and your business — including data-protection and anti-spam laws such as the GDPR (EU/UK), CAN-SPAM (US) and CASL (Canada). We make no representation that our materials are suitable or compliant for your particular jurisdiction or use case.

A5. No soliciting, no promotion

Our programs and community exist to serve members, not to be marketed to. You may not solicit, pitch, advertise or promote your own or any third party's products or services to other members, on calls, or in the community, except where we have specifically and explicitly permitted it. This restriction applies whether the solicitation happens inside the community or through direct outreach to a member you connected with through our community. Any mention of a third party by us or by a member is not an endorsement unless we state that it is.

A6. Privacy and your data

We collect and process personal information — such as your name, contact details, billing information and your activity within our programs — in order to deliver the programs, manage your account, take payment, provide

support and communicate with you. We may also process information you contribute on calls and in the community (see Section F3), and your interactions with peterswain.ai (see A15).

We do not sell your personal information. We share it only with service providers who help us operate (for example, payment processors, hosting, email and community platforms), where required by law, or with your consent. We retain your information for as long as your account is active and as long as we are required to for legal, accounting and tax purposes, after which it is deleted or anonymized. We apply reasonable technical and organizational measures to keep it secure.

Depending on where you live, you may have rights over your personal information — including to access, correct, delete or port it, and to object to certain processing. To exercise any of these rights, or to ask a privacy question, contact us at team@peterswain.com.

Our full Privacy Policy and Cookie Policy are published separately and set out in detail what we collect, why, on what legal basis, how long we keep it, and who we share it with. Those policies, not this section, are the complete statement of our privacy practices. This section is a summary.

A7. Intellectual property and account access

All program materials — including recordings, transcripts, workbooks, slides, frameworks and supporting content — are our property or licensed to us, and are provided to you for your own individual use only. You may not copy, redistribute, resell, sublicense, publish or create derivative works from them without our written permission.

Your membership is personal to you and grants a right of access to one individual. You may not share your login credentials, or allow any other person to access your account, the community, the recordings vault or any program materials through your account. We may limit concurrent sessions and may suspend access where we detect account sharing. Sharing an account is a material breach of these terms and is treated as Tier 2 conduct under B3.

A8. Conduct and community

Your access is conditional on your compliance with our Community Guidelines (Section B), which form part of these terms. Breaches are dealt with under the enforcement tiers in B3.

A9. Changes to these terms

We may amend these terms. How we tell you depends on the change.

Material changes — anything that meaningfully affects your rights or obligations. We will notify you at least **30 days** before the change takes effect, both **by email** to the address on your account **and** by publishing the change in the community. For continuity members, a material change takes effect on your next billing date after that 30-day period. If you do not wish to accept a material change, you may cancel before it takes effect and you will not be charged under the amended terms.

Non-material changes — corrections, clarifications, formatting, updated contact details. We publish these and record them in our change log. No advance notice is required.

Price changes are not made under this section. They are governed by D10.

Your continued participation after a material change takes effect constitutes acceptance of the updated terms.

A10. Limitation of liability

To the maximum extent permitted by law, the total liability of Peter Swain Inc. to you arising out of or in connection with any program is limited to the fees you paid us for that program in the 12 months preceding the event giving rise to the claim. We are not liable for indirect or consequential losses, lost profits, or loss of opportunity. Nothing in these terms excludes liability that cannot be excluded by law.

A11. Governing law and jurisdiction

These terms are governed by the laws of the State of Nevada, United States. Subject to Section G1 (dispute resolution), and subject to the paragraph below, the courts located in Nevada have exclusive jurisdiction.

Consumers in the United Kingdom and European Union. If you are a consumer resident in the UK or the EU, nothing in this section or in G1 affects your right to bring proceedings in the courts of your country of residence, or your rights under the mandatory consumer law of that country. Where the law of your country of residence does not permit a pre-dispute agreement to arbitrate a consumer dispute, Section G1 does not apply to you.

A12. No guarantee of results

We do not guarantee any particular result, outcome, revenue, profit, ranking, audience growth or commercial success from any program. Any results, figures, case studies or testimonials we share are specific to those individuals, are not typical, and are not a promise, projection or guarantee of what you will achieve. Your results depend on your own effort, skill, market, resources, execution, timing and factors outside our control — and it is possible you will see no financial return at all. You are solely responsible for your business decisions and their consequences. Nothing we say, publish or teach should be understood as a promise of earnings or of any specific outcome.

A13. Payment disputes and chargebacks

If you believe a charge is incorrect, contact us at team@peterswain.com first and we will investigate and respond within 5 business days. Initiating a chargeback or payment dispute without first contacting us is a breach of these terms.

Where a chargeback is raised on a charge that was properly due, we may immediately suspend or terminate your access, the disputed amount together with any fees we incur remains due and payable, and we may refer the balance for collection. Nothing in this section limits any right you have to dispute a charge that was genuinely unauthorized or incorrect.

A14. What you create is yours

You own the work you create using our frameworks, prompts and materials — including your book, your agent, your funnel, your content, your systems and your business assets. We claim no ownership of, and no licence over, your output, and we will never assert one.

Our own materials remain ours under A7, and our frameworks and prompts may not be redistributed or resold. But everything you build with them belongs to you.

A15. peterswain.ai and AI-generated content

peterswain.ai is an AI system trained on Pete's published material.

AI systems can be inaccurate, incomplete or entirely wrong, and can state incorrect information confidently. Its output is provided for information and idea generation only, is not advice of any kind (see A2), and must be independently verified before you rely on it or act on it. We do not guarantee the accuracy, completeness, currency or suitability of anything it produces, and to the maximum extent permitted by law we are not liable for any action you take, or decline to take, on the basis of its output.

Your conversations may be logged and reviewed to maintain and improve the service (see A6). Please do not input confidential information, personal data belonging to other people, or account credentials.

A16. Taxes

Prices are stated exclusive of any applicable sales tax, VAT, GST or equivalent, which will be added at checkout where we are required to collect it. Where you are required to account for tax on your purchase in your own jurisdiction, that is your responsibility. If you are a business claiming a tax exemption or reverse charge, you must provide a valid registration number at the point of purchase.

Community Guidelines

These guidelines apply across every program, community space and live session, and form part of all of our program terms. They exist to keep our community safe, respectful and useful for everyone.

We love the space we have built here. It is a safe place for entrepreneurs to grow, learn and collaborate, and the overwhelming majority of the time it is exactly that — generous, supportive and genuinely energizing to be part of. These guidelines are not here because we expect the worst of you; they are here so that, on the very rare occasion that someone does cross a line, we can act quickly and keep this the place you joined for. We hold these lines precisely so that the space stays as good as it is.

B1. Expected conduct

Treat every member, guest and team member with respect. Engage in good faith, keep discussion constructive, and follow our rules of engagement.

Remember that everyone here is at a different point on their journey. What is a first step for one member is a distant memory for another. Meet people where they are, keep your feedback generous, and never belittle someone for being earlier in the process than you.

B2. Prohibited conduct

The following are not permitted anywhere in our programs, community or live sessions:

- ✓ Hate speech, slurs, or discriminatory, racist or bigoted language of any kind.
- ✓ Harassment, bullying, threats or personal attacks.
- ✓ Defamatory or disrespectful remarks about other members, our team, our guests, or our programs.
- ✓ Comparing or belittling another member's journey, results or circumstances.
- ✓ Arguing over, attacking or attempting to convert others regarding politics, religion or personal beliefs (see F6).
- ✓ Soliciting or promoting to members outside what we have expressly permitted, whether in the community or by direct outreach to a member you connected with through our community (see A5).
- ✓ Sharing your account or credentials with anyone else (see A7).
- ✓ Any conduct that exposes us or our members to legal liability, or that undermines our ability to protect our members.

Scope. These prohibitions apply within our community, on our calls, and in our connected channels. **Nothing in this section, or anywhere in these terms, restricts your right to publish an honest review or honest public comment about us or our programs, anywhere you choose.** We do not ask members to sign away that right and we would not want to.

B3. Enforcement tiers and consequences

We categorize conduct into three tiers. We decide which tier applies at our sole discretion, and the examples below are given without limitation — we do not have to have anticipated every form of misconduct in advance.

TIER	CONDUCT	CONSEQUENCE
Tier 1 — Severe	Hate speech or slurs; threats; harassment; sexual misconduct; discriminatory conduct; defamation; conduct that exposes us or our members to legal liability or that undermines the safety of the community.	Immediate and permanent removal. No prior warning. Fees paid are forfeited in full , and no refund or credit is due, regardless of how much of the program remains.
Tier 2 — Serious	Repeated disrespect or disparagement after warning; persistent or deliberate breach of these guidelines; soliciting after a warning; sharing your account (A7).	Suspension of access, and removal on repetition. Where we remove you under this tier, we will credit the unused portion of any prepaid fee , calculated pro-rata to the date of removal.
Tier 3 — Minor or first infraction	An isolated lapse, a matter of tone, or a genuine misunderstanding of the rules.	We may edit or remove the content and/or issue a written warning. No financial consequence.

Escalation is not automatic. A single incident may be categorized at Tier 1 on its own facts.

B4. How we enforce

For **Tier 1** removals, our decision is final. We may or may not tell you which specific conduct led to the decision, an enforcement decision at this tier is not an invitation to a discussion or a negotiation, and we are not obliged to enter into correspondence about it.

For **Tier 2 and Tier 3**, we will tell you what the issue is and what we need to change, so that you have a fair opportunity to put it right.

Sharing information with authorities. We may share information about you or your conduct with law enforcement or other authorities where we are legally required to do so, where necessary to respond to a valid legal request, or where we reasonably believe there is a risk of serious harm to any person. We will not otherwise share your information with authorities, and where we are permitted to tell you that we have done so, we will.

Support & Service Levels

This section sets out how to reach us, when we are available, and how quickly you can expect a response. It forms part of all of our program terms.

C1. Official support channels

The only official channels of support are:

- ✓ Email: team@peterswain.com
- ✓ The community

Please do not seek support by direct-messaging individual team members. Our team may respond in their own personal channels if they choose, but you should not expect a response to a personal DM, and support requests sent that way fall outside these service levels. Use an official channel to be covered by the response times below.

C2. Working hours

Our standard working hours are 9:00 to 5:00 Eastern Time, Monday to Friday. On any day when we run a live program outside these standard hours, our working hours are extended to cover the half-hour before and the half-hour after that live program. We observe US federal holidays, and do not operate standard support on those days.

C3. Acknowledgment

Every message received through an official channel is acknowledged automatically by autoresponder, which confirms receipt and restates these service levels. No message disappears into a void — everything is at least acknowledged.

C4. Response tiers and remedy

We operate four priority tiers. Response times assume you have used an official channel and correctly described the issue. The table also states the remedy available to you if we fail to meet a response tier.

TIER	WHAT IT MEANS	RESPONSE	REMEDY IF WE MISS IT
Urgent	A time-bound access failure — you cannot get into a live session you have paid for.	Within 30 minutes during a live-session window: from 1 hour before a scheduled live session until that session ends, any day of the week, including weekends and US federal holidays . Outside a live-session window, within 2 hours during working hours (C2).	Account credit toward a future program, in an amount we determine.
Important	A billing or account issue — not access-blocking, but involving money.	Within 3 business days.	Account credit toward a future program, in an amount we determine.
Problem	An issue that is neither urgent nor financial.	Within 1 week (business days).	Acknowledgment of the delay; credit at our discretion.
Request	A suggestion, feature idea or nice-to-have.	Acknowledged, with a human reply within a week.	None — a request carries no commitment to act.

Any credit issued as a remedy under this section is toward future programs, in an amount determined by us. Business-day response times are measured against the working hours in C2 and exclude US federal holidays.

Continuity Programs

This section applies to recurring-billing memberships and continuity programs, in addition to Sections A, B, C and G.

D1. Billing and renewal

Continuity programs are billed on a recurring basis — monthly or annually, as selected at purchase — and renew automatically until canceled in line with D2. By enrolling you authorize us to charge your payment method for each billing cycle at the rate applicable to your plan. Any change to that rate is made only in accordance with D10.

D2. Cancellation

You may cancel at any time, with immediate effect. You can cancel from your account settings or by emailing team@peterswain.com, and you may always cancel by the same method you used to subscribe. There is no notice period and no waiting period.

- ✓ **Monthly plans:** cancellation stops all future renewals. Your access continues to the end of the billing period you have already paid for, and that period is not refunded.
- ✓ **Annual plans:** cancellation stops all future renewals, and you may claim a pro-rata refund under D3.

D3. Annual cancellation and pro-rata refunds

Annual pricing is discounted in exchange for your commitment to the year. If you cancel an annual plan part-way through the term, the months you have already used are re-priced at our standard monthly rate for that program, and the balance is refunded to you.

Worked example. An Abundance member pays \$20,000 for the year and cancels after 6 months. Those 6 months are re-priced at the standard monthly rate of \$2,000 = \$12,000. The member is refunded the balance of \$8,000.

Because our annual plans are priced at ten times the corresponding monthly rate, the effect of this re-pricing is that **no refund is generally due where cancellation takes place after the tenth month of the term.** We state that plainly here so that it is clear at the outset.

How the refund is paid depends on why you are leaving

Where we have delivered what we said we would deliver, and you simply choose to leave, the refund under this section is paid in **three equal monthly installments**, the first within 30 days of your cancellation taking effect. This reflects the position that we have performed our side of the agreement in full and have committed resources, scheduling and capacity to the full year you contracted for.

Where we are at fault — that is, where we have failed to deliver what these terms and your program appendix say we will deliver — the refund is paid **in full, in a single payment, within 30 days. Never in installments.** See D8.

Whether we have delivered is measured against our commitments in D7 and in your program appendix. If you consider that we have not delivered, tell us in writing and we will respond in writing within 10 business days setting

out our position and, where we agree, arranging the single payment under D8.

D4. Pausing your membership

You may pause your membership for a maximum of 3 months. While paused:

- ✓ You have no access to the program, live sessions, recordings, community, deep dives or any other benefit — access is fully suspended.
- ✓ You do not receive any new courses, content or benefits released during the pause.
- ✓ For monthly plans, billing is paused and resumes automatically at the end of the pause period unless you tell us otherwise.
- ✓ For annual plans, your term is extended by the length of the pause (a 3-month pause extends a 12-month term to 15 months).

Notice before billing resumes. We will email you at least **7 days before** billing resumes, telling you the resumption date, the amount that will be charged, and how to cancel or extend the pause instead. Your membership restarts automatically at the end of the pause period unless we hear from you first.

A pause is not a cancellation or a lapse. A properly requested pause under this section does not affect your standing for the purposes of D6, and any grandfathered pricing or benefit is retained through the pause. Where a program is capped (see Appendix 3), a paused membership continues to occupy your place.

D5. Failed payments, good standing, and your right to cancel

If a payment fails, we will continue to retry your payment method for up to 2 weeks. If payment is not recovered within that window, your account moves to "bad standing" and access may be suspended until the balance is cleared.

You may cancel at any time, including while your account is in bad standing. Cancellation does not extinguish any outstanding balance, which remains due and payable and may be referred to a collections agent. Access is not restored while a balance is outstanding.

D6. Grandfathered pricing and benefits

Any special, locked-in or "grandfathered" pricing, and any promotional benefits, are conditional on your account remaining active and in good standing. If you cancel, lapse, or fall into bad standing, those grandfathered rates and benefits are permanently lost. If you later rejoin, you do so at the rates and terms available at that time. A properly requested pause under D4 is not a lapse and does not affect grandfathered pricing. Benefits that were an explicit term of a specific paid product (for example, a benefit purchased as part of a bootcamp) are treated under that product's terms.

D7. Our right to evolve the program

We reserve the right to change the program — including the teaching day, time, speaker, curriculum, format and deliverables — and to rewrite the program in its entirety. We teach on a regular schedule (currently weekly) but may change the schedule or speaker. Material changes will be communicated by email and in the community. The current schedule, timings and course list are set out in the program appendix.

D8. Refunds where we are at fault

Where we have made a billing mistake, the correction is issued within 2 weeks.

Where a refund arises because we have failed to deliver what these terms and your program appendix say we will deliver — including a pro-rata refund under D3 in those circumstances — it is paid **in full, in a single payment, within 30 days. We do not pay at-fault refunds in installments.**

Except as set out in D3, this section, D9, or as required by law, continuity fees are non-refundable.

D9. Discontinuing a program

We may discontinue any program on **60 days' notice** by email and in the community. If we do:

- ✓ Your membership ends on the discontinuation date.
- ✓ We will refund or credit the unused portion of any prepaid fee, calculated to that date, **in a single payment within 30 days.**
- ✓ Where a comparable program exists, we will offer you a place in it on equivalent terms.

D10. Price changes

We may change the price of a continuity program. **If your renewal price increases, we will email you at least 30 days before the increase takes effect**, stating your current price, the new price, the date it applies, and how to cancel. You may cancel at any time before that date and will not be charged the increased amount.

Grandfathered pricing under D6 is not increased while your account remains active and in good standing.

Standalone (Non-Live) Courses

This section applies to self-paced, non-live courses at all price points, in addition to Sections A, B, C and G.

E1. What you are buying

A standalone course is a one-time purchase giving you access to pre-recorded, self-paced materials. It is not a subscription and does not renew.

E2. 30-day money-back guarantee

If, within 30 days of purchase, you feel the course did not deliver value for you, contact us and **we will refund the full purchase price to your original payment method.**

No reason or explanation is required, and you do not need to have completed the course. Refunds are issued within 14 days of your request. On refund, your access to the course ends.

E3. Upgrade credit into a continuity program

If, within 30 days of buying a standalone course, you upgrade into a continuity program that already includes that course, the amount you paid for the standalone course will be refunded or credited against the continuity program, so you are not charged twice for the same content.

E4. No other refunds

Except as set out in E2, E3 and E5, or where required by law, standalone course fees are non-refundable. A change of circumstances after the 30-day window does not entitle you to a credit or refund.

E5. Statutory withdrawal rights

If you are a consumer in the United Kingdom or the European Union, you may have a statutory right to withdraw from a purchase of digital content within 14 days. Where you ask for immediate access to a course, you will be asked to acknowledge at the point of purchase that your right to withdraw is lost once download or streaming begins.

Our 30-day money-back guarantee under E2 is more generous than that statutory right and is available to you in any event. Nothing in this section removes any right you have that cannot be excluded by law.

Live Programs

This section applies to programs delivered live (including live calls, cohorts and bootcamps), in addition to Sections A, B, C and G. Where a live program is also a continuity program, Section D applies as well.

F1. Access and reliability

We will do everything reasonably possible to ensure you have full access to live sessions. However, as set out in A3, we are not responsible for failures caused by your own internet connection, device, or third-party software. A technical problem on your side does not entitle you to a refund or a repeat session.

F2. Conduct and participation on live calls

- ✓ You may not unmute yourself without invitation.
- ✓ **You are encouraged to have your video on.** Coaching works face to face. Being able to see you is a material part of how we read the room, pitch the teaching and give you feedback that is actually useful to you — and it is a large part of what makes this a room rather than a broadcast. **We therefore prioritize live attention toward members who are on camera**, including question order, hot-seat and example selection, and individual feedback during the session.
- ✓ **Having your camera off is always permitted and is never a breach of these terms.** It simply means we cannot give you the same level of live, individual attention. See F3(d).
- ✓ Our Community Guidelines (Section B) apply in full on live calls.

F3. Recording, and use of your contributions

F3(a) Recording for program delivery

Live sessions are recorded so that members can watch replays and access the materials afterwards. If you attend a live session with your camera or microphone on, you may be captured in that recording, and that recording is made available to members of the relevant program. This recording is necessary for us to deliver the program you have purchased.

F3(b) Marketing and promotional use — your choice

We would like to be able to use members' contributions in our marketing — a great question, a strong result, a moment that will help someone else decide to join.

We will only do this if you opt in. If you do, you grant us a worldwide, royalty-free right to publish, reproduce, adapt and distribute your image, name, voice and contributions — including anything you say about your results or experience — across our materials, workbooks, marketing, testimonials and other content.

You may withdraw this permission at any time by emailing team@peterswain.com. Withdrawal applies going forward: we will stop using your contributions in new material, and we will remove them from material under our control where it is reasonably practicable to do so, but we are not required to recall or destroy material already published, printed or distributed.

F3(c) AI model training — your separate choice

Separately from F3(b), we may wish to use member contributions to train, fine-tune or evaluate artificial-intelligence models, including peterswain.ai (see A15).

We will only do this if you separately opt in. This is a distinct permission from F3(b) and you may give one without the other.

You may withdraw this permission at any time by emailing team@peterswain.com. Withdrawal applies going forward: we will stop using your contributions for new training, but where your contributions have already been incorporated into a trained model we are not able to extract them from that model, and that model may continue in use.

F3(d) If you prefer not to be recorded

If you would prefer not to appear in a recording at all, you may attend **audio-only or chat-only** at any time, with no penalty and no breach of these terms. Tell us in advance if you would like us to take additional care. As set out in F2, participating off camera means we cannot give you the same level of live individual attention, but your access, your materials and your standing are entirely unaffected.

F4. Delivery of recordings and materials

Transcripts, recordings, workbooks and supporting materials will be issued within 4 weeks of the relevant live call. That is our standard commitment; where we can deliver sooner, we will.

F5. Keeping up is your responsibility

We run the teaching, not your schedule. We will send reminders, but attending and keeping pace is your responsibility. If you fall behind, you are not entitled to be individually caught up or to bespoke replays beyond the standard materials.

F6. No religion or politics debates

Our live spaces require tolerance. We welcome members of all views, faiths, backgrounds and beliefs. You are free to express your own view; you may not argue with, attack or attempt to convert another member over their politics, religion or beliefs. State your view if you wish, and let others hold theirs. Enforcement is under Section B.

General Terms

This section applies to every program, course, membership and community we operate.

G1. Dispute resolution — please read, this affects your legal rights

This section requires most disputes between us to be resolved by individual arbitration rather than in court, and waives your right to bring or participate in a class action. Please read it carefully. You may reject it under G1.6.

G1.1 Talk to us first

Before either of us starts any formal proceeding, the party with the complaint must give the other written notice describing the dispute and the resolution sought — to team@peterswain.com if it is you, or to the address on your account if it is us. Both of us then have **30 days** to try to resolve it informally. Most things end here.

G1.2 Individual arbitration

If a dispute is not resolved under G1.1, it will be resolved by **binding individual arbitration** administered by the American Arbitration Association under its Consumer Arbitration Rules, before a single arbitrator. The arbitration will be seated in Clark County, Nevada, but **at your election** it may instead be conducted by video conference or on documents alone. Judgment on the award may be entered in any court of competent jurisdiction.

G1.3 What is carved out

Either of us may instead bring an **individual claim in small-claims court** where the claim qualifies for that court. Either of us may also apply to a court for injunctive or equitable relief to protect intellectual property or confidential information. Nothing in this section prevents you from reporting a matter to a regulator or government agency.

G1.4 Class-action and class-arbitration waiver

All claims must be brought on an individual basis only. Neither of us may bring or participate in any class, collective, consolidated, mass or representative proceeding, whether in court or in arbitration, and the arbitrator may not preside over or consolidate any form of representative proceeding.

If this waiver is held unenforceable as to a particular claim, that claim alone will proceed in court, and the rest of this section continues to apply to all other claims.

G1.5 Coordinated and mass filings

Where 25 or more claims of a similar nature are filed against us by or with the assistance of the same counsel or coordinated entity, those claims will be administered in **batches of no more than 50**. The first two batches will be arbitrated, and the outcomes used in a mandatory global mediation of the remainder before any further batch proceeds. Applicable limitation periods are tolled for claims awaiting a batch.

G1.6 Your right to opt out

You may reject this entire section by emailing team@peterswain.com within **30 days** of first accepting these terms, stating your name, your email address and the program you have joined. Opting out costs you nothing,

affects nothing else in your membership, and will never be held against you. If you opt out, A11 governs your disputes.

G1.7 Consumers in the UK and EU

This section does not apply to the extent that the law of your country of residence does not permit a pre-dispute agreement to arbitrate a consumer dispute. See A11.

G1.8 Survival

This section survives the termination of your membership and of these terms.

G2. Severability

If any provision of these terms is held to be invalid, unlawful or unenforceable, that provision will, where possible, be modified to the minimum extent necessary to make it enforceable while preserving its intent. If it cannot be modified, it will be severed. **The remainder of these terms continues in full force.**

G3. Entire agreement

These terms, together with the appendix for the program you have joined, our Community Guidelines and our Privacy Policy, are the entire agreement between us about the programs, and replace any prior discussion, representation, proposal or understanding. Nothing in this clause limits liability for fraud or fraudulent misrepresentation.

G4. Survival

Sections A7, A10, A11, A13, A14, B4, F3 and G survive the end of your membership or the termination of these terms, together with any provision that by its nature is intended to survive.

G5. Assignment

We may assign or transfer these terms, in whole or in part, to a successor or acquirer of our business or the relevant program, on notice to you. You may not assign or transfer your membership, your account or these terms to anyone else without our written consent.

G6. Notices

Notices to you may be given by email to the address on your account, and are effective when sent. **It is your responsibility to keep that email address current.** Notices to us must be sent to team@peterswain.com.

G7. Force majeure

Neither of us is liable for a failure or delay in performance caused by an event beyond our reasonable control — including illness, bereavement, natural disaster, war, civil unrest, epidemic, government action, strike, or the failure of a third-party platform, payment processor or telecommunications network.

Where such an event affects a live session, **we may reschedule it, deliver it in a different format, or provide the material as a recording**, and doing so is not a failure to deliver for the purposes of D3 or D8. Where an event prevents us from delivering a program for a sustained period, D9 applies.

G8. Eligibility

You must be at least 18 years old and legally able to enter into a binding contract to purchase or access any of our programs. If you are purchasing on behalf of a company, you confirm you have authority to bind it, and these terms bind both you and that company.

G9. No waiver

If we do not enforce a provision of these terms on any occasion, that is not a waiver of that provision or of our right to enforce it later.

G10. No third-party beneficiaries

These terms are between you and us. No other person has any right to enforce them.

Program specifics

Each program has its own appendix, below, setting out what we will do and what you will do. These appendices form part of these terms for the program you have joined. Continuity programs are governed by Sections A, B, C, D and G; live programs are governed by Sections A, B, C, F and G. We may update the schedule, cadence, speakers and included content from time to time under Section D7; changes are communicated by email and in the community. Prices shown are current at the effective date and may change under D10.

Clubhouse

Tier: Weekly Live. **Price:** \$79 per month, or \$790 per year. Continuity program — Sections A, B, C, D and G apply.

What we will provide

- ✓ A weekly live flagship session (currently our Thursday call), covering what is working in AI as it happens, with questions answered live in chat.
- ✓ Recordings of the weekly flagship call, so you can catch up or rewatch.
- ✓ Access to the member community.
- ✓ Full access to peterswain.ai, Pete's live AI clone (see A15).

What you will do

- ✓ Keep your membership active and in good standing (Section D).
- ✓ Follow the Community Guidelines (Section B) on calls and in the community.

Current schedule

One live flagship session per week (currently Thursday).

Momentum

Tier: Membership. **Price:** \$200 per month, or \$2,000 per year.

What we will provide

Everything included in Clubhouse (Appendix 1), plus:

- ✓ The full, searchable recordings vault — including recordings of the weekly flagship call, all group office hours, and every "How To" course, past and present.
- ✓ Monthly "How To" courses — one tactic, tool or technique walked through end to end. While your membership is active you get access to every course released, including those released before you joined; access ends if your membership lapses.
- ✓ Weekly group office hours to help you implement what you are learning.

What you will do

- ✓ Keep your membership active and in good standing (Section D).
- ✓ Follow the Community Guidelines (Section B) on calls and in the community.

Current schedule

Weekly live flagship session, weekly group office hours, and one new "How To" course each month.

Abundance

Tier: Flagship. **Price:** \$2,000 per month, or \$20,000 per year.

What we will provide

Everything included in Momentum and Clubhouse (Appendices 1 and 2), plus:

- ✓ The Traffic, Leads & Sales curriculum, applied to your business.
- ✓ Monthly Signature Courses that turn tactics into repeatable systems.
- ✓ A monthly 4-hour working ("build") session with Pete.
- ✓ Complimentary access to our paid live on-screen programs, including the Chief of Staff program (Appendix 5) and Book Bootcamp (Appendix 4), for as long as your Abundance membership is active and in good standing.

What you will do

- ✓ Keep your membership active and in good standing (Section D).
- ✓ Follow the Community Guidelines (Section B) on calls and in the community.

Membership cap

Abundance membership is currently limited to **300 concurrent active memberships**. **This cap may be amended by us from time to time**; where we change it, we will say so in the community. Where the cap is reached, new applicants join a waitlist and are admitted as places become available. A membership paused under D4 continues to occupy its place.

Complimentary access to paid live programs

Complimentary access to our paid live programs applies only while your Abundance membership is active and in good standing.

If you have already started a comped live program when your Abundance membership ends, you may complete that cohort, including access to its recordings and materials for 90 days after the cohort ends. You will not be enrolled in any further comped program. Complimentary access to a program you have not yet started ends with your membership.

Any benefit that was a specific term of a separately purchased program is treated under that program's own terms (see Section D6).

Book Bootcamp

A paid live on-screen program. Sections A, B, C, F and G apply. Available as a standalone purchase and included complimentary for Abundance members (see Appendix 3).

Book Bootcamp runs in a "teach, do" format: we teach each step and then build it with you, live.

What we will teach and build with you

- ✓ Mining your intellectual property.
- ✓ Reviewing your ideal client's pain points.
- ✓ Isolating your book thesis.
- ✓ Generating the arc and the chapters.
- ✓ Generating the content.
- ✓ Producing the cover.
- ✓ Implementing a waitlist.
- ✓ Producing the HTML flipbook.

What we will teach but not do for you

- ✓ The formula for best-seller status. We give you the prompts, the process and the framework; you execute this part yourself.

What you will need

- ✓ A laptop.
- ✓ An active Claude subscription, at your own cost.

What is included

- ✓ Complimentary access to our Claude Essentials and Rosetta Stone courses.
- ✓ Recordings of the sessions.

Important

We cannot and do not guarantee best-seller status, or any particular sales, ranking or commercial result. What we provide is the process, the prompts and the framework; outcomes depend on your execution, your market and factors outside our control. See A12.

Your book is yours. See A14.

What you will do

- ✓ Attend on a laptop with your Claude subscription ready to use.
- ✓ Complete the work in each "do" step.
- ✓ Follow the Community Guidelines (Section B).

Chief of Staff

A paid live on-screen program. Sections A, B, C, F and G apply. Available as a standalone purchase and included complimentary for Abundance members (see Appendix 3).

Chief of Staff shows you how to set up and run your own AI agent.

What we will show you how to do

- ✓ Set up your agent.
- ✓ Connect MCP servers so your agent can access your data.
- ✓ Communicate with your agent via Telegram.
- ✓ Back up and restore your agent.
- ✓ Set guardrails around your budget.

What we will explain

- ✓ When to use Claude versus your agent.
- ✓ What model to use, and when.

During the program we will

- ✓ Run drop-in sessions to troubleshoot.
- ✓ Provide recordings of the sessions.

What we will not do

- ✓ Provide one-to-one support.

Important

You are responsible for your agent, its configuration and its activity. We are not responsible for anything your agent does, or for any actions, outputs, costs or outcomes resulting from it. You are responsible for any third-party accounts, subscriptions and usage costs (including AI model usage) required to run your agent, and for keeping your budget guardrails in place. See A12 and A15.

Your agent is yours. See A14.

What you will do

- ✓ Complete the setup steps and keep your guardrails — especially your budget guardrails — in place.
- ✓ Follow the Community Guidelines (Section B).