

The Fundability Institute - Master Legal Package (Arkansas Compliance)

SECTION I: TERMS OF SERVICE

Last Updated: August 4, 2026

Welcome to **The Fundability Institute** (accessible at <https://thefundabilityinstitute.com/>) (the "Site"). By accessing or using our website, courses, programs, coaching, grant acquisition resources, templates, tools, community areas, and related digital products or services (collectively, the "Services"), you agree to comply with and be bound by these Terms of Service ("Terms"). If you do not agree, do not use the Site or Services.

1. Acceptance of Agreement

These Terms constitute a legally binding agreement between you ("User," "Client," or "you") and **A1 Business Experts LLC** (doing business as **The Fundability Institute**, the "Company," "we," "us," or "our"), a limited liability company organized under the laws of the State of Arkansas. By using our Site or purchasing/using our Services, you acknowledge that you have read, understood, and agreed to be bound by these Terms and our Privacy Policy, which is incorporated by reference.

2. Eligibility; Accounts

You must be at least 18 years of age and have the legal capacity to enter into these Terms. You agree that any information you provide to us is accurate and that you will maintain and promptly update such information as needed. If you create an account or obtain login credentials for any portal, you are responsible for maintaining the confidentiality of your credentials and for all activities that occur under your account.

3. Scope of Services; No Professional Advice

The Services are provided for educational and consulting purposes. We do not provide legal, tax, or accounting advice, and use of the Services does not create an attorney-client relationship, fiduciary relationship, or any other professional relationship except as expressly set forth in a written agreement signed by the Company.

4. Intellectual Property Rights

All content included on the Site and within the Services—including text, graphics, logos, videos, audio, downloads, data compilations, software, and proprietary methodologies, frameworks, and marks (including the *Beautiful Breakthrough Framework*™)—is owned by the Company or its licensors and is protected by U.S. and international intellectual property laws. Subject to your compliance with these Terms, you are granted a limited, non-exclusive, non-transferable, revocable license to access and use the Services for your personal or internal business use only. You may not reproduce, distribute, modify, create derivative works of, publicly display, sell, license, or otherwise exploit any material without our prior written consent.

5. User Conduct & Prohibited Uses

You agree not to use the Site or Services for any unlawful purpose, or in any way that violates applicable federal, state, or local law or regulation (including Arkansas law), or in any way that could damage, disable, overburden, or impair our systems. Prohibited activities include, but are not limited to:

- Uploading or transmitting viruses, malware, or malicious code.
- Attempting to gain unauthorized access to any portion of the Site, user accounts, payment systems, or computer systems.
- Harassing, abusing, threatening, defrauding, or impersonating other users or Company personnel.
- Sharing, reselling, or providing unauthorized third-party access to paid courses, coaching portals, membership areas, or digital products.
- Using the Site or Services to post or transmit infringing, unlawful, deceptive, or misleading content.

6. Purchases; Subscriptions; Refunds

If you purchase any Services, you agree to pay all fees and applicable taxes. We may use third-party payment processors (e.g., Stripe, PayPal), and your payments may be subject to their terms. Refund policies, if any, will be stated on the checkout page, order form, or program agreement. If no refund policy is stated, all sales are final to the maximum extent permitted by law.

7. Disclaimers (ADTPA Considerations); No Reliance on Marketing Statements

We strive to describe the Services accurately. However, to the maximum extent permitted by applicable law, the Site and Services are provided on an "AS IS" and "AS AVAILABLE" basis. We do not warrant that the Site will be uninterrupted, secure, or error-free. You understand and agree that marketing statements, testimonials, examples, and other content are for illustrative purposes only and should not be relied upon as a promise of specific results. We will not engage in deceptive or unconscionable trade practices as prohibited by the Arkansas Deceptive Trade Practices Act ("ADTPA"), and you agree to notify us of any concerns so we may address them promptly.

8. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE COMPANY OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, OR AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, GOODWILL, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATED TO YOUR ACCESS TO OR USE OF (OR INABILITY TO ACCESS OR USE) THE SITE OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR TOTAL LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATED TO THE SITE OR SERVICES SHALL NOT EXCEED THE AMOUNT YOU PAID TO THE COMPANY FOR THE SERVICES GIVING RISE TO THE CLAIM IN THE TWELVE (12) MONTHS BEFORE THE EVENT GIVING RISE TO LIABILITY.

9. Indemnification

You agree to indemnify, defend, and hold harmless the Company and its officers, directors, employees, agents, contractors, and affiliates from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) your access to or use of the Site or Services; (b) your violation of these Terms; (c) your violation of any law or regulation; or (d) your infringement of any intellectual property or other right of any person or entity.

10. Termination & Access Restriction

We reserve the right, in our sole discretion, to suspend or terminate your access to all or part of the Site or Services at any time, with or without notice, for any reason, including for conduct that we believe violates these Terms, is harmful to other users, or is otherwise unlawful. Upon termination, any licenses granted to you will cease.

11. Governing Law; Venue; Jury Trial Waiver

These Terms shall be governed by, construed, and enforced in accordance with the laws of the **State of Arkansas**, without regard to its conflict of law principles. **Exclusive venue** for any dispute, claim, or action arising out of or relating to the Site, the Services, or these Terms shall be in the **state courts located in Pulaski County, Arkansas, or the federal courts located in the Eastern District of Arkansas**, and you consent to personal jurisdiction in those courts. If venue in Pulaski County is unavailable for a particular claim, venue shall lie in the courts located in **Little Rock, Arkansas**, as applicable. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AND THE COMPANY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES.

12. Changes to Terms

We may modify these Terms at any time by posting an updated version on this page and updating the "Last Updated" date. Your continued use of the Site or Services after changes are posted constitutes acceptance of the revised Terms.

SECTION II: PRIVACY POLICY

1. Scope; Who We Are

This Privacy Policy describes how **A1 Business Experts LLC** (d/b/a **The Fundability Institute**) ("Company," "we," "us," or "our") collects, uses, shares, and protects information in connection with <https://thefundabilityinstitute.com/> (the "Site") and our related Services.

This Policy is intended to align with applicable Arkansas requirements (including the **Arkansas Online Privacy Protection Act** considerations where applicable) and general U.S. federal standards for online privacy and data security. This Policy does not address employee/applicant data or information collected offline except where expressly stated.

2. Information We Collect

We may collect the following categories of information:

A. Information you provide directly

- **Identifiers and contact information:** name, email address, phone number, mailing/billing address, organization name, and similar information.
- **Account and program information:** login credentials (stored in hashed/secured form where applicable), course progress, submissions, and communications with our team.
- **Transaction information:** items purchased, subscription status, invoices/receipts, and related purchase details.

B. Payment information Payments are processed by third-party payment processors (such as Stripe or PayPal). We generally do not store full credit/debit card numbers on our servers. Your payment information is handled according to the payment processor's policies.

C. Information collected automatically

- **Device and usage data:** IP address, browser type, device identifiers, operating system, pages viewed, timestamps, referring/exit pages, and clickstream data.
- **Cookies and similar technologies:** we use cookies, pixels, and analytics tools to operate the Site, remember preferences, understand usage, and improve performance.

D. Information from third parties We may receive information from service providers, analytics vendors, advertising/marketing partners, and social media platforms if you interact with our pages or content, subject to their terms and your settings.

3. How We Use Your Information

We use information for purposes such as:

- Providing, operating, maintaining, and improving the Site and Services.
- Processing transactions, sending confirmations, invoices/receipts, and account notices.
- Responding to inquiries and providing customer support.
- Sending marketing communications (you may opt out as described below).
- Personalizing content and measuring marketing effectiveness.
- Detecting, preventing, and addressing fraud, security, or technical issues.
- Complying with legal obligations, enforcing agreements, and protecting rights, property, and safety.

4. Legal Bases / How We Process (General U.S. Standards)

Depending on context, we process information to: perform a contract (e.g., deliver Services you purchase), pursue legitimate business purposes (e.g., improve Services, prevent fraud), comply with legal

obligations, and based on your consent where required (e.g., certain marketing preferences/cookie choices).

5. Cookies; Analytics; Do Not Track

You can control cookies through your browser settings and may be able to opt out of certain analytics/advertising features through vendor tools. Some Site features may not function properly if cookies are disabled. The Site may not respond to "Do Not Track" signals in a consistent manner because there is no uniform industry standard.

6. How We Share Information

We do not sell your personal information for money. We may share information:

- **With service providers** who help operate our business (e.g., hosting, email, CRM, customer support, analytics, payment processing) under confidentiality and/or data protection obligations.
- **For legal and safety reasons** if required by law, subpoena, court order, or to protect the rights, property, and safety of the Company, our users, or others.
- **In connection with business transfers** such as a merger, acquisition, financing, reorganization, or sale of assets, subject to standard confidentiality protections.
- **With your direction/consent** where you instruct us to share or where you affirmatively opt in.

7. Data Security

We implement commercially reasonable administrative, technical, and physical safeguards designed to protect information. However, no method of transmission over the internet or electronic storage is 100% secure, and we cannot guarantee absolute security.

8. Data Retention

We retain personal information for as long as reasonably necessary to provide the Services, meet legal/accounting requirements, resolve disputes, enforce agreements, and for legitimate business purposes. Retention periods vary depending on the type of information and the purpose for which it is used.

9. Your Privacy Choices & Rights

A. Access, correction, deletion You may request access to, correction of, or deletion of certain personal information, subject to legal exceptions. To make a request, contact us at [Company Email]. We may need to verify your identity before fulfilling requests.

B. Marketing communications You may opt out of marketing emails by using the unsubscribe link in the email or by contacting us at [Company Email]. Even if you opt out of marketing, we may still send transactional or administrative messages.

C. Cookie controls You may adjust cookie settings in your browser and may have additional controls via any cookie banner or preference center implemented on the Site.

10. Children's Privacy

The Site and Services are not directed to children under 13, and we do not knowingly collect personal information from children under 13. If you believe a child has provided personal information, contact us at [Company Email] so we can take appropriate action.

11. Arkansas Notice; Contact

If you are an Arkansas resident and have questions about our privacy practices, contact us at:

- **Company Name:** A1 Business Experts LLC (d/b/a The Fundability Institute)
- **Mailing Address:** PO Box 251, Stuttgart, AR 72160
- **Phone:** 501-284-5916
- **Email:** compliance@drfaye.com

12. Changes to This Privacy Policy

We may update this Privacy Policy from time to time. Changes will be posted on this page and reflected by an updated "Last Updated" date (or similar notice).

SECTION III: EARNINGS, GRANT ACQUISITION & RESULTS DISCLAIMER

1. Educational & Informational Purpose Only

All content, courses, grant writing resources, templates, coaching, and strategies provided by The Fundability Institute and A1 Business Experts LLC are for **educational and informational purposes only**. Nothing on <https://thefundabilityinstitute.com/> constitutes professional legal, financial, accounting, or tax advice.

2. No Guarantee of Financial Success or Grant Awards

We make **no guarantees, representations, or warranties** regarding specific financial outcomes, revenue growth, or the successful acquisition of government or private grants.

- **Grant Readiness:** Participation in our programs, use of our scorecards, templates, or grant writing frameworks does **not** guarantee that an applicant will receive grant funding. Grant awards are determined solely by independent funding agencies, foundations, and government entities based on their respective criteria.
- **Business Results:** Past performance, case studies, and testimonials featured on our website represent exceptional results achieved by individual clients and do not guarantee that you or your organization will achieve identical results. Your success depends entirely on your background, dedication, business acumen, market conditions, and effort.

3. Limitation of Liability

To the maximum extent permitted by applicable Arkansas law, A1 Business Experts LLC, its officers, directors, employees, agents, and contractors shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages arising out of or in connection with your use of the Services, reliance on educational materials, or inability to secure funding or achieve business growth.

4. Indemnification

You agree to indemnify, defend, and hold harmless A1 Business Experts LLC, its principals, and employees from and against any and all claims, liabilities, damages, losses, or expenses (including reasonable attorneys' fees) arising out of your breach of these Terms or misuse of our Services.

5. Modifications to Terms

We reserve the right to modify, amend, or update these Terms and Policies at any time without prior notice. Changes will be posted on this page with an updated revision date. Your continued use of the website following any changes constitutes your acceptance of the revised terms.

6. Contact Information

If you have any questions regarding these Terms, please contact us at:

- **Company Name:** A1 Business Experts LLC (d/b/a The Fundability Institute)
- **Mailing Address:** PO Box 251, Stuttgart, AR 72160
- **Phone:** [Company Phone]
- **Email:** [Company Email]