

End User License Agreement (EULA)

1. Introduction

This End User License Agreement ("Agreement") is a legal agreement between you ("User", "you", "your") and Lush Picks ("Company", "we", "us", "our") governing your use of our services, including sports picks and related information provided through our website or other platforms (collectively, "Services").

2. Acceptance of Terms

By accessing or using our Services, you agree to be bound by the terms and conditions of this Agreement. If you do not agree to these terms, do not use our Services.

3. License Grant

Lush Picks grants you a limited, non-exclusive, non-transferable, and revocable license to access and use our Services for your personal, non-commercial use, strictly in accordance with this Agreement.

4. Restrictions

You agree not to:

- Copy, modify, distribute, or create derivative works based on our Services.
- Use our Services for any commercial purposes without our prior written consent.
- Remove or alter any copyright, trademark, or other proprietary notices contained in our Services.
- Use our Services in any manner that violates any applicable laws or regulations.

5. Ownership

All rights, title, and interest in and to the Services, including all intellectual property rights, are and shall remain the exclusive property of Lush Picks. This Agreement does not grant you any rights to use our trademarks, logos, or service marks.

6. Risk Acknowledgment

You acknowledge and agree that the use of our Services involves substantial risk and that you may lose some or all of your funds. You understand that past performance is not indicative of future results, and there is no guarantee of profit from our Services.

7. No Refunds

Due to the risky nature of our service, we do not offer refunds for any purchases or subscriptions. All sales are final.

8. Termination

Lush Picks reserves the right to terminate or suspend your access to our Services at any time, without prior notice or liability, for any reason whatsoever, including but not limited to your breach of this Agreement.

9. Limitation of Liability

To the fullest extent permitted by applicable law, Lush Picks shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages arising out of or in connection with your use of our Services.

10. Indemnification

You agree to indemnify, defend, and hold harmless Lush Picks and its affiliates, officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, and expenses, including reasonable attorney's fees, arising out of or in any way connected with your use of our Services or your violation of this Agreement.

11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which Lush Picks operates, without regard to its conflict of law principles.

12. Amendments to Agreement

We reserve the right to modify this Agreement at any time. Any changes will be effective immediately upon updating on our website. Your continued use of our Services constitutes acceptance of the revised Agreement.

13. Contact Information

For any questions or concerns regarding this Agreement, please contact us at lushpickscontact@gmail.com

By using our Services, you acknowledge that you have read, understood, and agree to be bound by this End User License Agreement.