

# End User License Agreement (EULA) - The Vault & Trade By Design

This End User License Agreement ("EULA") governs the use of The Vault and Trade By Design tools and services (the "Services") provided by Life By Design Media LLC ("LBDM", "we", "us", or "our"). By accessing, downloading, or using the Services, you agree to be bound by the terms and conditions of this EULA.

This EULA is a legal agreement between you (the "User") and LBDM. If you do not agree to the terms of this EULA, you must not use or access the Services.

## License Grant

### 1. **License Grant**:

LBDM grants you a non-exclusive, non-transferable, revocable license to use the Services for your personal or internal business purposes only. This license is subject to the terms of this EULA.

You may not:

- Distribute, modify, reverse-engineer, or create derivative works based on the Services.
- Copy, sublicense, rent, or lease the Services.
- Use the Services for any unlawful or unauthorized purposes.

## Restrictions on Use

### 2. **Restrictions on Use**:

You agree not to:

- Copy, reproduce, or distribute any part of the Services without prior written permission from LBDM.
- Use the Services to infringe upon the intellectual property rights of LBDM or any third party.
- Engage in any conduct that could damage, disable, or impair the Services, or interfere with other

users' access to the Services.

## **Intellectual Property**

### 3. **Intellectual Property**:

- All content, including but not limited to educational materials, videos, tools, software, and branding associated with the Services, is the exclusive intellectual property of LBDM.

- You acknowledge that the Services and all related intellectual property are protected by copyright, trademark, and other proprietary rights. You may not use any part of the intellectual property for commercial purposes without express written permission from LBDM.

- Unauthorized use of any intellectual property will result in termination of access and potential legal action.

## **No Refunds**

### 4. **No Refunds**:

All payments for the Services are final. LBDM does not offer any refunds for purchases made. By using the Services, you acknowledge and agree that you are waiving your right to claim any refund under any circumstances.

## **No Negative Speech or Defamation**

### 5. **No Negative Speech or Defamation**:

You agree not to disparage, defame, or engage in any negative or harmful statements about LBDM, its employees, services, or any affiliated parties. This includes any form of public communication, including social media, websites, forums, and other platforms.

Any violation of this clause may result in legal action.

## **Limitation of Liability**

## 6. **\*\*Limitation of Liability\*\***:

LBDM is not responsible for any direct, indirect, incidental, special, consequential, or punitive damages arising from your use of the Services.

You agree that the maximum liability of LBDM under this Agreement will not exceed the amount paid by you for the Services in the 12 months preceding the event causing the claim.

## **User Warranties and Representations**

### 7. **\*\*User Warranties and Representations\*\***:

- You represent and warrant that you have the legal right and authority to use the Services and to enter into this Agreement.

- You acknowledge that you are solely responsible for any actions you take while using the Services.

- You agree to comply with all applicable laws and regulations regarding your use of the Services.

## **Dispute Resolution**

### 8. **\*\*Dispute Resolution\*\***:

Any dispute arising from or relating to this EULA or your use of the Services will be resolved through binding arbitration, governed by the laws of the State of Nevada. By agreeing to this EULA, you waive your right to a jury trial and agree to individual arbitration.

You agree to resolve all disputes individually and not as part of any class or representative action.

## **Miscellaneous Clauses**

### 9. **\*\*Miscellaneous Clauses\*\***:

- **\*\*Governing Law\*\***: This Agreement will be governed by the laws of the State of Nevada.

- **\*\*Termination\*\***: LBDM reserves the right to terminate your access to the Services at any time

without notice if you breach any of the terms in this EULA.

- **Assignment**: LBDM may assign or transfer its rights and obligations under this Agreement at its discretion.

- **Severability**: If any provision of this Agreement is found to be invalid, the remainder will continue in full force and effect.