

# END USER LICENSE AGREEMENT (EULA)

**SharpTank LLC**

**Effective Date: August 20, 2025**

This End User License Agreement (“Agreement” or “EULA”) is a binding legal contract between you (“User” or “You”) and SharpTank LLC (“SharpTank,” “we,” “us,” or “our”). It governs your access to and use of SharpTank’s digital products, services, content, and community features delivered through Whop, Discord, and associated platforms.

By purchasing, accessing, or using SharpTank services, you agree to the terms of this EULA. If you do not agree, you must not use SharpTank services.

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## 1. License Grant

SharpTank grants you a limited, non-exclusive, non-transferable, revocable license to access and use its digital services and content strictly for personal, non-commercial, entertainment, and educational purposes.

You agree not to:

- Share, sell, or redistribute SharpTank content without authorization;
- Reverse-engineer, copy, or exploit SharpTank’s content, models, or platforms;
- Allow others to access paid content using your credentials.

Violation of this section may result in immediate termination of access without refund. SharpTank reserves the right to pursue all available legal remedies.

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## 2. Eligibility

You must be at least twenty-one (21) years old, or the age of majority in your jurisdiction (whichever is higher), to access or use SharpTank services. By using our services, you represent and warrant that you meet this requirement.

SharpTank may immediately terminate access without refund if this representation is false.

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### 3. Intellectual Property

All SharpTank content, including but not limited to:

- Digital slips, screenshots, recaps, models, strategies, graphics, and software tools;
- Branding, logos, designs, trademarks, and trade dress;
- Server structures, channels, and proprietary methods of organization,

is the exclusive property of SharpTank LLC.

You receive no ownership rights. Unauthorized use, copying, or redistribution of intellectual property is strictly prohibited.

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### 4. User Conduct

You agree to comply with all SharpTank community rules, Discord's Terms of Service, and Whop's platform terms.

Prohibited conduct includes but is not limited to:

- Sharing SharpTank content outside the approved platforms;
- Harassment, abuse, or disruptive behavior in the community;
- Misrepresentation of SharpTank content for resale, gambling, or financial advice.

SharpTank reserves the right to suspend or terminate any User account for violations, at its sole discretion.

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### 5. Payment & Access

- All payments are processed exclusively through **Whop**.
- Access to SharpTank services is contingent upon successful payment.

- Users are responsible for managing their subscriptions through Whop.
- SharpTank cannot cancel, pause, or manage subscriptions on your behalf.
- Refunds are governed by the **SharpTank Refund Policy**, which forms part of this Agreement.

Whop's Terms of Service and Privacy Policy also apply to your subscription and must be reviewed separately.

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## 6. Privacy & Data

By using SharpTank services, you consent to the collection and limited use of personal data necessary to operate subscriptions and access systems.

Data collected may include your Whop account information, Discord ID, and payment status.

- SharpTank does not sell your personal data to third parties.
  - Discord and Whop maintain separate terms and privacy practices beyond SharpTank's control.
  - By using SharpTank, you agree to Whop's and Discord's independent privacy policies.
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## 7. Termination of Access

SharpTank may suspend or permanently revoke your license without refund if you:

- Violate this EULA, community rules, or applicable laws;
- Engage in fraud, harassment, or unauthorized content sharing;
- File a chargeback or unauthorized payment dispute.

Termination is at SharpTank's sole discretion. Filing a chargeback may also result in permanent forfeiture of current and future access.

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## 8. Entertainment & Disclaimer

SharpTank content is provided solely for **entertainment and educational purposes**.

SharpTank does not provide financial, gambling, or investment advice. SharpTank is not a sportsbook, gambling operator, or financial services provider.

- No outcome, result, or performance is guaranteed.
- Past performance does not guarantee future results.
- You agree to use all content at your own risk.

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## 9. Limitation of Liability

To the maximum extent permitted by law:

- SharpTank LLC shall not be liable for any indirect, incidental, special, or consequential damages, including lost profits, lost opportunities, or loss of data, arising from or related to the use of our services.

In no event shall SharpTank's total liability to you for any claim arising out of or relating to this EULA or our services exceed the greater of:

- (a) the total fees you paid to SharpTank in the thirty (30) days immediately preceding the claim, or
- (b) three hundred dollars (\$300 USD).

**Exceptions:** Nothing in this section limits or excludes liability for fraud, willful misconduct, gross negligence, or any other liability that cannot lawfully be limited or excluded under applicable law.

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## 10. Arbitration & Dispute Resolution

All disputes arising under this Agreement shall be resolved by binding arbitration in Maricopa County, Arizona, administered by the American Arbitration Association (AAA) under its **Consumer Arbitration Rules**.

- Users waive the right to a jury trial or class action.
  - Each party shall bear its own costs and attorneys' fees unless otherwise required by law.
  - If arbitration is deemed unenforceable, disputes must be litigated exclusively in the courts of Maricopa County, Arizona.
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## **11. Governing Law**

This Agreement is governed by the laws of the State of Arizona, without regard to conflict-of-law rules.

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## **12. Severability**

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect. The invalid, illegal, or unenforceable provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable, consistent with the parties' original intent.

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## **13. Updates to Agreement**

SharpTank may update this EULA at any time. Updates will be posted with a new effective date. Continued use of SharpTank services constitutes acceptance of the revised terms.

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## **14. Entire Agreement**

This EULA, together with SharpTank's Refund Policy, any official policies or updates published on Whop or pinned within the official SharpTank Discord server, Whop's Terms of Service, and Whop's Privacy Policy, constitutes the entire agreement between you and SharpTank. No other oral or written statements shall modify or supplement this Agreement.

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**By accessing SharpTank content, you confirm you have read, understood, and agreed to this EULA.**