

Faceless Paydays — End User License Agreement (EULA)

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This EULA is in addition to our Terms of Service and Privacy Policy. If there is a conflict, the Terms of Service control, except where this EULA grants or restricts license rights more specifically.

1) License Grant and Scope

- **Limited license:** Subject to your full and ongoing compliance with this EULA, the Terms of Service, and your timely payment of all applicable fees, Faceless Paydays grants you a personal, limited, revocable, non-exclusive, non-transferable, and non-sublicensable license to access and use the Licensed Materials solely (a) for your own personal, non-commercial learning and internal business planning; and (b) during the access period associated with your purchase or subscription, as displayed at checkout.
- **No transfer:** The license is granted only to the purchasing End User. You may not share, resell, rent, lease, lend, sublicense, assign, or transfer the Licensed Materials or any login/access credentials to any other person or entity without our prior written consent.

2) Restrictions

Except as expressly permitted by this EULA or mandatory law, you must not:

- Copy, reproduce, download (beyond permitted downloads), record, scrape, mirror, publish, post, publicly display, publicly perform, distribute, transmit, or otherwise disclose the Licensed Materials in any form.
- Modify, adapt, translate, create derivative works from, reverse engineer, decompile, disassemble, or otherwise attempt to derive source assets or underlying methodologies, except to the limited extent any restriction is prohibited by applicable law.

- Remove or obscure any copyright, trademark, or proprietary notices.
- Use any portion of the Licensed Materials to train, fine-tune, or evaluate any AI/ML model or dataset, or to build competing products or services, without our express written consent.
- Circumvent security, access controls, or usage limits, or use automated means to harvest content, except as explicitly allowed.
- Use the Licensed Materials in violation of any applicable law, regulation, or third-party rights.

3) Ownership and Intellectual Property

- **Ownership:** Faceless Paydays owns all right, title, and interest in and to the Licensed Materials and all associated intellectual property rights, whether registered or unregistered. The Licensed Materials are protected by copyright, trademark, and other laws.
- **No implied rights:** Other than the limited license expressly granted, no rights are granted by implication, estoppel, or otherwise. All rights not expressly granted are reserved by Faceless Paydays.

4) User Content; Feedback

- **User content:** If you post content within our communities or submit materials to us ("User Content"), you represent and warrant you have the necessary rights and that your User Content does not infringe any rights. You grant Faceless Paydays a non-exclusive, worldwide, royalty-free license to host, use, display, reproduce, and create derivative works of your User Content solely to operate, improve, and moderate the Services and communities.
- **Feedback:** If you provide suggestions or feedback, you grant us a perpetual, irrevocable, worldwide, royalty-free right to use and exploit such feedback without any obligation to you.

5) Access Credentials and Security

You must keep your login credentials secure and not share them. You are responsible for all activities under your account. Notify us promptly of any suspected unauthorized use.

6) Updates; Availability

- We may update, modify, or discontinue any Licensed Materials or features at any time. We are not obligated to maintain any specific content or feature.
- Temporary interruptions may occur for maintenance, updates, or events beyond our control.

7) Third-Party Tools and Platforms

- Delivery and access may be provided via third-party platforms such as Whop and other vendors. Their terms and privacy policies apply; we are not responsible for third-party services.
- Certain Licensed Materials may reference third-party tools or code. Such third-party elements are subject to their own licenses and terms. You are responsible for complying with those licenses.

8) Fees, Taxes, and Refunds

- Fees and taxes are as disclosed at checkout on Whop or our listing. You authorize the platform to charge your payment method.
- **Refunds:** As set out in our Return and Refund Policy, all digital sales are final and nonrefundable, subject only to any discretionary accommodation we may offer and the limited 3-business-day rescission right for qualifying U.S. telephone sales described therein.

9) Compliance; Prohibited Uses

You must comply with all applicable laws. Without limiting the Restrictions section, prohibited uses include:

- Unlawful, fraudulent, defamatory, harassing, or abusive conduct.
- Misrepresentation of affiliation with Faceless Paydays.
- Training or evaluating AI/ML models using Licensed Materials without written consent.
- Sharing paywalled content outside your account or removing DRM/technical measures.

10) Term and Termination

- **Term:** This EULA remains in effect while you have authorized access to the Licensed Materials and are in compliance with this EULA and the Terms of Service.
- **Termination by us:** We may suspend or terminate your license and access immediately if you breach this EULA or the Terms of Service, fail to pay any amount due, or if we reasonably believe your use presents a risk to our IP, business, or other users.
- **Effect of termination:** Upon termination or expiration of access, your license ends and you must cease all use of the Licensed Materials and delete any permitted downloads or copies. Sections that by their nature should survive (e.g., Ownership, Restrictions, Feedback, Disclaimers, Limitations of Liability, Indemnification, Governing Law, Arbitration) survive termination.

11) Disclaimers

The Licensed Materials are provided “as is” and “as available” for educational and informational purposes only. We do not guarantee any results, outcomes, revenue, profits, rankings, or business success. To the fullest extent permitted by law, we disclaim all warranties, express or implied, including merchantability, fitness for a particular purpose, title, and non-infringement.

12) Limitation of Liability

- We are not liable for indirect, incidental, special, consequential, exemplary, or punitive damages, including lost profits, lost revenue, loss of data, or business interruption.
- Our total aggregate liability for all claims related to the Licensed Materials will not exceed the amounts you paid for the specific item or access in the three (3) months preceding the event giving rise to the claim.

13) Indemnification

You agree to indemnify, defend, and hold harmless Faceless Paydays and its owners, officers, employees, and affiliates from any claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising out of or related to: (a) your use of the Licensed Materials; (b) your breach of this EULA or the Terms of Service; or (c) your User Content or violation of any third-party rights.

14) Governing Law; Venue; Arbitration; Class Waiver

- **Governing law:** This EULA is governed by the laws of the State of Texas, without regard to conflicts of laws principles.
- **Venue:** To the extent any claim must be filed in court (e.g., to enforce an arbitration award or seek injunctive relief), the exclusive jurisdiction and venue are the state and federal courts located in Bexar County, Texas, and you consent to personal jurisdiction there.
- **Arbitration:** Any dispute, claim, or controversy arising out of or relating to this EULA or the Licensed Materials will be resolved exclusively by binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules, seated in Bexar County, Texas, in English. By mutual written agreement, the parties may instead arbitrate before JAMS under its Comprehensive Arbitration Rules in Bexar County, Texas.
- **Class waiver:** You and Faceless Paydays agree to bring claims only in your or our individual capacity and not as a plaintiff or class member in any class, collective, or representative action.

15) Export Controls and Sanctions

You represent that you are not located in, under control of, or a national or resident of any jurisdiction subject to U.S. embargo or sanctions, and you will not export or re-export the Licensed Materials in violation of U.S. export laws.

16) Miscellaneous

- **Entire agreement:** This EULA, together with the Terms of Service and terms disclosed at checkout, constitutes the entire agreement regarding the Licensed Materials.
- **Severability:** If any provision is found unenforceable, the remainder remains in effect, and the provision will be replaced with an enforceable term that most closely reflects the original intent.
- **No waiver:** Failure to enforce any provision is not a waiver.
- **Assignment:** You may not assign this EULA without our prior written consent. We may assign in connection with a merger, acquisition, or sale of assets.
- **Notices:** We may provide notices via the platform (e.g., Whop), email, or in-product messages. Legal notices to us should be sent to Support@facelesspaydays.com.