

# Thooth Pings End User License Agreement (EULA)

**Last Updated:** November 12, 2025

This End User License Agreement ("Agreement" or "EULA") is a legal agreement between You ("User", "You", or "Your") and **Thooth Pings LLC**. ("Company", "We", "Us", or "Our") governing Your access to and use of the Thooth Pings Service, including but not limited to its Discord server, AI-generated betting picks, educational resources, and any other materials or tools provided through the Whop platform (collectively, the "Service").

By accessing, downloading, subscribing to, or otherwise using the Service, You agree to be bound by the terms of this EULA. If You do not agree to the terms of this Agreement, You must not access or use the Service.

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## 1. License Grant

Thooth Pings LLC. grants You a **limited, non-exclusive, non-transferable, and revocable license** to access and use the Service solely for Your personal, non-commercial use, in accordance with this Agreement and the Thooth Pings Terms of Service.

You acknowledge that this license is conditional upon Your compliance with this Agreement and may be revoked by the Company at any time, with or without notice, for any violation of the terms contained herein.

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## 2. Ownership and Intellectual Property

All content, materials, software, data, designs, text, images, graphics, videos, AI-generated outputs, and other elements provided through the Service (collectively, the "Content") are the exclusive property of Thooth Pings LLC. or its licensors. All rights not expressly granted to You under this Agreement are reserved by Thooth Pings LLC.

You acknowledge that You are receiving a license to use the Service and its Content, not ownership of any intellectual property. The Content is protected by copyright, trademark, and other applicable intellectual property laws.

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## 3. Restrictions

You agree that You shall not: - Copy, reproduce, distribute, or publicly display any Content from the Service. - Resell, sublicense, lease, or transfer access to the Service or Your license. - Use the Service for any commercial or competitive purpose. - Reverse engineer, decompile, disassemble, or attempt to derive the source code or algorithms of the Service. - Mirror, scrape, or use automated tools to extract Content from the Service. - Share or leak restricted materials, AI picks, or educational content outside the authorized Thooth Pings environment.

Violation of these restrictions constitutes an immediate breach of this Agreement and may result in termination of Your license and access to the Service.

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#### **4. Termination**

Thooth Pings LLC. reserves the right to suspend or terminate Your license and access to the Service at any time, with or without cause, and without prior notice. Upon termination, Your right to access or use the Service shall cease immediately, and You must destroy all copies of materials obtained through the Service.

All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

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#### **5. Disclaimer**

The Service and all related materials are provided on an **"AS IS"** and **"AS AVAILABLE"** basis, without warranties of any kind, either express or implied. Thooth Pings LLC. expressly disclaims all warranties, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

All AI-generated picks, recommendations, and insights are for **informational and educational purposes only** and do not constitute financial advice. You acknowledge that all betting decisions are made at Your own risk, and Thooth Pings LLC. is not responsible for any financial loss or damages arising from Your use of the Service.

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#### **6. Limitation of Liability**

To the fullest extent permitted by applicable law, Thooth Pings LLC., its affiliates, officers, employees, and agents shall not be liable for any indirect, incidental, consequential, or punitive damages, including but not limited to loss of profits, data, or goodwill, arising from or related to the use or inability to use the Service.

In no event shall the total liability of Thooth Pings LLC. exceed the amount paid by You, if any, for access to the Service within the twelve (12) months preceding the claim.

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#### **7. Indemnification**

You agree to indemnify, defend, and hold harmless Thooth Pings LLC., its affiliates, officers, directors, employees, and agents from any claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from Your use of the Service, Your violation of this Agreement, or Your infringement of any third-party rights.

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## **8. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the **State of Michigan, United States**, without regard to its conflict of law principles.

You agree that any legal action or proceeding arising under or relating to this Agreement shall be brought exclusively in the state or federal courts located in Michigan, and You hereby consent to the personal jurisdiction and venue of such courts.

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## **9. Entire Agreement**

This Agreement constitutes the entire understanding between You and Thooth Pings LLC. regarding Your use of the Service and supersedes any prior agreements or communications related to the same subject matter.

In the event of a conflict between this Agreement and the Thooth Pings Terms of Service, the Terms of Service shall control.

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## **10. Changes to this Agreement**

Thooth Pings LLC. reserves the right to modify or update this EULA at any time, at its sole discretion. Material changes will be communicated via the Service or email, and Your continued use after such changes constitutes acceptance of the revised Agreement.

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## **11. Contact Us**

If You have any questions about this End User License Agreement, please contact:

**Thooth Pings LLC.**  
2222 W. Grand River Ave, Suite A  
Okemos, MI 48864  
Email: [thoothpings@gmail.com](mailto:thoothpings@gmail.com)