

# End User License Agreement (EULA)

**Effective Date:** 16<sup>th</sup> November 2024

**This End User License Agreement ("Agreement")** is a legal agreement between you (the "User") and [Your Company Name/Your Name] ("Licensor," "We," "Us," or "Our"). This Agreement governs your use of **The Side Hustle** Discord group, any related content, services, or software provided by the Licensor, including but not limited to educational materials, digital resources, and subscription services (collectively referred to as the "Services").

By accessing, subscribing to, or using the Services in any way, you agree to comply with and be bound by the terms of this Agreement. If you do not agree to these terms, you must not access or use the Services.

## 1. Grant of License

- **License:** Subject to the terms of this Agreement, we grant you a limited, non-exclusive, non-transferable, and revocable license to access and use the Services for your personal, non-commercial use, solely as provided in this Agreement.
- **No Transfer or Assignment:** You may not transfer, assign, sublicense, or otherwise distribute the license or rights granted under this Agreement to any third party.

## 2. Restrictions

You agree that you will not:

- **Modify** or **reverse engineer** any part of the Services or its content.
- **Distribute, share, or sell** any content, resources, or software obtained through the Services without prior written permission from the Licensor.
- Use the Services in any way that violates applicable laws or regulations or infringes upon the intellectual property rights of others.
- **Create derivative works** based on any of the content provided, including software, materials, or any part of the group without explicit permission.
- Use the Services for any illegal, fraudulent, or harmful purposes.

## 3. Ownership

- **Intellectual Property:** All content, materials, software, designs, and resources made available through the Services, including but not limited to videos, courses, articles, trademarks, logos, and other intellectual property, are owned by the Licensor or its licensors and are protected by copyright, trademark, and other intellectual property laws.
- **No Transfer of Ownership:** By using the Services, you do not acquire any ownership rights in the content or any intellectual property associated with the Services. All rights not expressly granted in this Agreement are reserved by the Licensor.

## 4. Account Access and Security

- **Account Registration:** In order to access certain features of the Services, you may be required to create an account. You agree to provide accurate and complete information during registration and to keep your account information up to date.
- **Security:** You are responsible for maintaining the confidentiality of your account credentials (e.g., username, password) and for any activities that occur under your account. You must notify us immediately if you suspect any unauthorized use of your account.

## 5. Subscription and Payment

- **Payment Terms:** By subscribing to the Services, you agree to pay the applicable subscription fees, which are outlined at the time of sign-up. Payments may be processed through third-party services such as Stripe, PayPal, or others, and are subject to their respective terms of service and privacy policies.
- **Non-Refundable:** All subscription fees are non-refundable, except as specified in our **Returns and Refund Policy**.
- **Subscription Renewal:** Unless you cancel your subscription before the renewal date, your subscription will automatically renew, and you will be charged the then-current subscription rate.

## 6. Termination

- **Termination by You:** You may terminate this Agreement at any time by canceling your subscription and discontinuing your use of the Services.
- **Termination by Licensor:** We may suspend or terminate your access to the Services at any time, for any reason, including violations of this Agreement. If we terminate your account, you will lose access to the Services immediately, and you will not be entitled to a refund, except as otherwise provided in our **Returns and Refund Policy**.

## 7. Disclaimers

- **No Guarantee of Results:** The Licensor makes no representations or warranties regarding the results you may achieve from using the Services. All educational content is provided for informational purposes only, and results vary based on individual effort, knowledge, and other factors.
- **Services Provided "As-Is":** The Services are provided "as-is" and without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, or non-infringement.
- **No Liability for Damages:** The Licensor shall not be liable for any damages arising from the use or inability to use the Services, including any direct, indirect, incidental, special, consequential, or punitive damages, regardless of whether the Licensor was advised of the possibility of such damages.

## 8. Limitation of Liability

- **Limitation of Liability:** To the maximum extent permitted by law, the Licensor's liability for any claim arising out of or related to this Agreement or the Services will be limited to the total amount you paid for access to the Services in the 12 months prior to the event that gave rise to the claim.

## 9. Indemnification

You agree to indemnify, defend, and hold harmless the Licensor, its affiliates, officers, directors, and employees from any claims, damages, losses, liabilities, or expenses arising out of your use of the Services, your breach of this Agreement, or any violation of law or rights of third parties.

## 10. Privacy and Data Collection

By using the Services, you consent to our **Privacy Policy**, which describes how we collect, use, and protect your personal data. You agree that we may collect and use personal information in accordance with our Privacy Policy.

## 11. Governing Law and Dispute Resolution

- **Governing Law:** This Agreement will be governed by and construed in accordance with the laws of [Insert Jurisdiction], without regard to its conflict of law principles.
- **Dispute Resolution:** Any disputes arising out of or relating to this Agreement shall be resolved through binding arbitration in accordance with the rules of the side hustle or in the courts of Australia. You agree to submit to the personal jurisdiction of the courts in Australia.

## 12. Modifications to the Agreement

We may update or modify this Agreement at any time, and such changes will be effective immediately upon posting the updated Agreement. You agree to review this Agreement periodically and your continued use of the Services after any changes signifies your acceptance of the updated terms.

## 13. Contact Information

If you have any questions or concerns about this Agreement, please contact us at:

**Email:** [zoopgames1@gmail.com](mailto:zoopgames1@gmail.com)

**Website:** <https://whop.com/the-side-hustle/>