

# TERMS OF SERVICE AGREEMENT

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For Fancyfied® Online Learning Platform & Authentic Intelligence® Curriculum

Last Updated: April 21, 2025

## 1. ACCEPTANCE OF TERMS

By accessing or using the Fancyfied® online learning platform and its digital curriculum, including the Authentic Intelligence® content library ("Service"), you agree to be bound by these Terms of Service ("Agreement"). If you do not agree to all the terms and conditions of this Agreement, you may not access or use the Service.

## 2. DEFINITIONS

"Content" refers to all proprietary curriculum, video lessons, worksheets, digital assets, text, designs, graphics, trademarks, and other materials made available through the Service, including but not limited to the Authentic Intelligence® curriculum.

"Intellectual Property" includes copyrights, trademarks, proprietary methods, trade secrets, and all original creative work contained within the Service.

"User," "you," or "your" refers to any individual or entity that accesses or uses the Service.

"We," "us," "our" refers to Fancyfied LLC and its affiliates.

## 3. REGISTRATION AND ACCOUNT SECURITY

3.1 To access certain features of the Service, you must register for an account. You agree to provide accurate, current, and complete information during the registration process.

3.2 You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.

3.3 You agree to immediately notify us of any unauthorized use of your account or any other breach of security.

## 4. LICENSE AND ACCESS RIGHTS

4.1 Subject to your compliance with this Agreement and full payment of applicable fees, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Service for your personal, non-commercial educational purposes only.

4.2 You may not:

- a) Copy, reproduce, or create derivative works from any part of the Content, including without limitation any modules from the Authentic Intelligence® curriculum;
- b) Distribute, publicly perform, sell, or license the Content;
- c) Remove any proprietary markings, including the Fancyfied® or Authentic Intelligence® names or logos;
- d) Use screen recording, screen capturing, or scraping tools to retain any portion of the Content;
- e) Use the Service to develop a competing product or service.

## **5. INTELLECTUAL PROPERTY RIGHTS**

5.1 All right, title, and interest in and to the Service and its Content, including all intellectual property rights, belong exclusively to Fancyfied LLC.

5.2 The curriculum, frameworks, and all associated materials under Authentic Intelligence® are protected by U.S. and international copyright and trademark laws.

5.3 You are granted no ownership or rights to the curriculum, platform, or trademarks except as expressly stated in this Agreement.

5.4 Unauthorized use of the Fancyfied® or Authentic Intelligence® names, methods, or materials may result in legal action, including but not limited to injunctive relief and damages.

## **6. USER CONDUCT**

You agree not to:

- 6.1 Use the Service for any unlawful purpose or in violation of this Agreement;
- 6.2 Share your account credentials with any third party or allow any third party to access the Service using your account credentials;
- 6.3 Record, capture, download, save, reproduce, duplicate, copy, print-screen, photograph, or otherwise attempt to retain any Content beyond the scope of permitted use;
- 6.4 Share, distribute, transmit, broadcast, or otherwise make available any Content to any third party;
- 6.5 Create derivative works based on the Content;
- 6.6 Interfere with or disrupt the Service or servers or networks connected to the Service;
- 6.7 Introduce any viruses, trojan horses, worms, logic bombs, or other harmful material to the Service;

6.8 Attempt to gain unauthorized access to the Service or any related systems or networks.

## **7. MONITORING AND ENFORCEMENT**

7.1 We reserve the right, but do not undertake the obligation, to monitor use of the Service for violations of this Agreement.

7.2 We employ digital rights management (DRM) technology and other technological measures to monitor and prevent unauthorized use of the Content.

7.3 We may, without prior notice, take appropriate legal action against any user who, in our sole discretion, violates this Agreement, including:

- a) Removing or disabling access to any Content;
- b) Terminating or suspending your access to the Service;
- c) Reporting you to law enforcement authorities;
- d) Taking legal action to recover damages.

## **8. DIGITAL MILLENNIUM COPYRIGHT ACT**

8.1 We respect the intellectual property rights of others and expect users of the Service to do the same.

8.2 If you believe that your work has been copied in a way that constitutes copyright infringement, please provide us with a written notice containing the information specified by the Digital Millennium Copyright Act, 17 U.S.C. § 512(c)(3).

## **9. WATERMARKING AND TRACKING**

9.1 All Content may include user-specific watermarks and embedded tracking metadata to prevent and identify unauthorized use.

9.2 You expressly agree that any attempt to remove or obscure this data constitutes a breach of this Agreement and may result in legal action.

## **10. TERM AND TERMINATION**

10.1 This Agreement is effective until terminated by you or us.

10.2 You may terminate this Agreement by ceasing all use of the Service and deleting your account.

10.3 We may terminate or suspend your access to the Service immediately, without prior notice or liability, for any reason, including if you breach any provision of this Agreement.

10.4 Upon termination, your right to use the Service will immediately cease, and you must destroy any downloaded Content in your possession.

10.5 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.

## **11. DISCLAIMER OF WARRANTIES**

THE SERVICE AND CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR COURSE OF PERFORMANCE.

WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE.

## **12. LIMITATION OF LIABILITY**

IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SERVICE OR CONTENT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO US DURING THE SIX (6) MONTH PERIOD PRIOR TO ANY CAUSE OF ACTION ARISING.

## **13. INDEMNIFICATION**

You agree to defend, indemnify, and hold us harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation reasonable attorney fees and costs, arising out of or in any way connected with your access to or use of the Service or your violation of this Agreement.

## **14. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of law provisions.

You agree to submit to the personal and exclusive jurisdiction of the courts located within Miami-Dade County, Florida for the resolution of any disputes.

## **15. DISPUTE RESOLUTION**

Any dispute arising from or relating to the subject matter of this Agreement shall be finally settled by arbitration in Miami, Florida, using the English language in accordance with the JAMS Arbitration Rules and Procedures then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes.

The prevailing party in any arbitration or legal proceeding related to this Agreement shall be entitled to recover its reasonable attorneys' fees and costs.

YOU AGREE TO WAIVE ANY RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION AGAINST US.

## **16. ASSIGNMENT**

You may not assign or transfer this Agreement, by operation of law or otherwise, without our prior written consent.

We may assign our rights and obligations under this Agreement without your consent to a subsidiary or acquirer of all or substantially all of our assets or business.

## **17. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between you and us regarding the Service and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter.

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

The failure of either party to enforce any right or provision of this Agreement shall not be deemed a waiver of such right or provision.

## **18. MODIFICATIONS TO THE AGREEMENT**

We reserve the right, at our sole discretion, to modify or replace this Agreement at any time.

We will provide notice of any material changes to this Agreement by posting the updated terms on the Service and/or by sending an email to the email address associated with your account.

Your continued use of the Service after any such changes constitutes your acceptance of the new terms.

## **19. CONTACT INFORMATION**

Fancyfied LLC

Miami, FL

info@fancyfied.com

BY USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT,  
UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.