

END USER LICENSE AGREEMENT (EULA)

Last Updated: January 18, 2026

This End User License Agreement (“Agreement” or “EULA”) is a legally binding contract between you (“User,” “you,” or “Licensee”) and **Hypertrophy Headquarters, LLC**, doing business as **Ascend Partnership** (“Company,” “we,” “us,” or “our”).

By accessing, purchasing, downloading, logging into, or otherwise using any Ascend Partnership product, service, platform, software, digital content, training material, community, or proprietary system (collectively, the “Licensed Materials”), you agree to be bound by this Agreement. If you do not agree, you are prohibited from accessing or using the Licensed Materials.

1. Grant of License (No Ownership)

Ascend Partnership grants you a **limited, non-exclusive, non-transferable, non-sublicensable, revocable license** to access and use the Licensed Materials solely for your **personal or internal business use**, subject to strict compliance with this Agreement.

This Agreement does **not** constitute a sale. All rights, title, and interest in and to the Licensed Materials remain the exclusive property of Ascend Partnership.

2. Restrictions on Use

You agree that you shall **not**, directly or indirectly:

- Copy, reproduce, modify, adapt, translate, or create derivative works
- Share, distribute, sell, resell, sublicense, lease, lend, or transfer access
- Record, screenshot, scrape, or archive Licensed Materials
- Allow third parties to access the Licensed Materials under your credentials
- Reverse engineer, decompile, disassemble, or attempt to extract source material

- Use the Licensed Materials to create competing products or services
- Use the Licensed Materials for unlawful, abusive, or unauthorized purposes

Any unauthorized use constitutes a **material breach** of this Agreement.

3. Access Control and Account Responsibility

You are responsible for maintaining the confidentiality of your login credentials. You are fully liable for all activity conducted under your account.

Ascend Partnership may restrict, suspend, or terminate access at any time, with or without notice, if misuse, abuse, or breach is suspected.

4. Intellectual Property Rights

All Licensed Materials—including but not limited to frameworks, methodologies, systems, SOPs, templates, videos, recordings, scripts, training content, branding, software logic, and community content—are protected by copyright, trademark, trade secret, and other intellectual property laws.

Nothing in this Agreement grants you any ownership rights or intellectual property interests.

5. No Guarantees or Warranties

The Licensed Materials are provided “**AS IS**” and “**AS AVAILABLE.**”

Ascend Partnership makes **no representations or warranties**, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, accuracy, performance, or results.

You assume all risk associated with use.

6. Limitation of Liability

To the maximum extent permitted by law, Ascend Partnership shall not be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, including lost profits, lost revenue, business interruption, or data loss, arising out of or related to your use of the Licensed Materials.

Total liability, if any, shall not exceed the amount paid by you to Ascend Partnership.

7. Termination

This Agreement is effective upon first access and continues until terminated.

Ascend Partnership may terminate this Agreement immediately and without notice if you breach any provision. Upon termination:

- All licenses granted are revoked
- You must immediately cease all use
- You must destroy any copied or stored materials

Termination does not entitle you to any refund.

8. Enforcement and Remedies

Unauthorized use may cause irreparable harm. Ascend Partnership is entitled to seek injunctive relief, damages, attorneys' fees, and all other legal remedies without the requirement to post bond.

9. Governing Law and Arbitration

This Agreement is governed by the laws of the State of California.

Any dispute arising under this Agreement shall be resolved by **binding arbitration** in Los Angeles, California, administered by JAMS. You waive the right to participate in class actions or representative proceedings.

10. Severability

If any provision of this Agreement is held unenforceable, the remaining provisions shall remain in full force and effect.

11. Entire Agreement

This Agreement constitutes the entire agreement between you and Ascend Partnership regarding the Licensed Materials and supersedes all prior or contemporaneous agreements, communications, or understandings.

12. Acceptance

By accessing or using the Licensed Materials, you acknowledge that you have read, understood, and agreed to be bound by this EULA.

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