

# AI GROWTH LAB

End User License Agreement (EULA)

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This End User License Agreement ("EULA" or "Agreement") is a legally binding contract between you ("Licensee", "you") and **Smscales LLC**, operating as AI Growth Lab ("Licensor", "we", "us", "our").

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## **2. PERMITTED USES**

Under this EULA, you MAY:

- Download the Licensed Materials to a personal device for your own use
- Reference, study, and learn from the Licensed Materials
- Apply frameworks, strategies, and ideas to your own AI character business
- Adapt prompts and templates for your specific use case (within your business)
- Make a single backup copy for archival purposes
- Print the materials for personal study (not for distribution)

## **3. PROHIBITED USES**

**The following uses are strictly prohibited and constitute material breach of this EULA:**

### **3.1 Distribution Prohibitions:**

- Sharing the Licensed Materials with any third party (friends, family, team members, employees, contractors)

- Posting the materials on any website, forum, social media platform, Discord server, Telegram group, or community
- Uploading to file-sharing services (Google Drive, Dropbox, Mega, BitTorrent, etc.) for public access
- Including in courses, products, or services you sell or distribute
- Sending via email, messaging apps, or any communication channel to non-licensees
- Selling, sublicensing, leasing, or renting the materials

### 3.2 Modification & Derivative Works:

- Removing, altering, or obscuring any copyright notices, trademarks, or attributions
- Reverse engineering, decompiling, or disassembling any software or scripts included
- Creating derivative works for distribution or sale
- Translating the materials into other languages for distribution
- Modifying the materials to remove identifying watermarks or metadata

### 3.3 Competitive Use Prohibitions:

- Using the Licensed Materials to create a competing course, training, or coaching program
- Using the materials to teach others (paid or unpaid) without express written permission
- Incorporating substantial portions into your own paid products or memberships
- Using the materials as a basis for a course "inspired by" AI Growth Lab

### 3.4 AI Training Prohibitions:

- Using the Licensed Materials as training data for any AI model, machine learning system, or large language model
- Feeding the materials into AI tools to generate competing content for distribution
- Allowing third-party AI services to scrape or index the materials
- Using the materials to fine-tune any AI system you operate or have access to

This restriction is critical given the nature of our business (AI character creation) and the proprietary nature of our frameworks.

## 4. INTELLECTUAL PROPERTY OWNERSHIP

All Licensed Materials, including all intellectual property rights therein, are and shall remain the **exclusive property of Smscales LLC**. This EULA does not transfer any ownership rights to you.

Specifically, Licensor retains all rights, title, and interest in:

- All written content, including frameworks, prompts, scripts, and copy
- All visual content, including images, designs, layouts, and branding
- All proprietary methodologies (e.g., the "Yang Mun Method", character frameworks)
- All trademarks, logos, trade dress, and brand elements
- All compilations, organizations, and arrangements of the materials
- All future versions, updates, and derivatives of the materials

Unauthorized use of these intellectual property rights may result in legal action under applicable copyright, trademark, and trade secret laws.

## 5. WATERMARKING & TRACKING

You acknowledge that the Licensed Materials may contain **visible or invisible watermarks, unique identifiers, tracking metadata, or fingerprinting** that ties the materials to your specific account.

By accepting this EULA, you consent to such tracking. If unauthorized distribution is detected, these identifiers may be used to identify the source of the leak. You agree not to attempt to remove, obscure, or circumvent these identifiers.

## 6. TERMINATION

This EULA is effective until terminated. Your license will terminate automatically and immediately, without notice, if you breach any term of this Agreement.

### 6.1 Consequences of Termination:

- You must immediately cease all use of the Licensed Materials
- You must destroy all copies of the Licensed Materials in your possession
- You must remove all copies from any cloud storage, backup systems, or devices
- Your access to AI Growth Lab products and services may be terminated
- No refunds will be issued
- Licensor reserves the right to pursue legal remedies for breach

## 7. DAMAGES & ENFORCEMENT

**7.1 Liquidated Damages.** You acknowledge that breaches of this EULA — particularly unauthorized distribution — cause irreparable harm to Licensor that is difficult to quantify. You agree that:

- Each instance of unauthorized distribution constitutes a separate breach
- Licensor may pursue minimum statutory damages of **\$5,000 per breach** or actual damages, whichever is greater
- Licensor may seek injunctive relief without posting bond
- You shall be liable for all reasonable attorneys' fees and costs incurred in enforcement

**7.2 Reporting and Cooperation.** If you discover unauthorized use of the Licensed Materials by others, please report it to [shalev@joinaigrowthlab.com](mailto:shalev@joinaigrowthlab.com). You agree to cooperate with any reasonable investigation by Licensor.

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TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SMSCALES LLC OR ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY INDIRECT,

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Licensor's total cumulative liability under this EULA shall not exceed the amount you paid for the Licensed Materials in the twelve (12) months preceding the claim.

## 11. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Smscales LLC, its officers, directors, employees, and agents from and against any and all claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising out of or related to:

- Your breach of this EULA
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- Any content you create using the Licensed Materials that infringes third-party rights
- Your violation of any applicable laws or regulations
- Claims arising from your AI character business or content

## 12. EXPORT COMPLIANCE

You agree not to export, re-export, or transfer the Licensed Materials to any country, person, or entity subject to U.S. export restrictions or sanctions, including but not limited to embargoed countries or persons on U.S. government restricted parties lists.

## 13. GOVERNING LAW & JURISDICTION

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

Any disputes arising out of or related to this EULA shall be resolved through binding individual arbitration in Las Vegas, Nevada, administered by the American Arbitration Association under its Commercial Arbitration Rules. **You waive any right to participate in class action proceedings.**

## 14. RELATIONSHIP TO OTHER AGREEMENTS

This EULA is in addition to, and does not replace, the AI Growth Lab **Terms of Service, Refund Policy, and Privacy Policy**. In the event of a conflict between this EULA and the Terms of Service regarding the use of Licensed Materials specifically, this EULA shall control.

## 15. SEVERABILITY

If any provision of this EULA is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect. The invalid provision shall be modified to the minimum extent necessary to make it enforceable while preserving the original intent.

## 16. ENTIRE AGREEMENT

This EULA, together with the Terms of Service, Refund Policy, and Privacy Policy, constitutes the entire agreement between you and Smscales LLC regarding the Licensed Materials and supersedes all prior or contemporaneous agreements, representations, or understandings.

## 17. AMENDMENTS

Licensor reserves the right to modify this EULA at any time. Material changes will be communicated via email or website notice. Continued use of the Licensed Materials after changes constitutes acceptance of the updated EULA.

## 18. CONTACT INFORMATION

For licensing questions, permissions requests, or to report violations:

**Email:** shalev@joinaigrowthlab.com

**Subject line:** "License Inquiry" or "Violation Report"

**Website:** getaigrowthlab.com

**Company:** Smscales LLC (Nevada, USA)

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## ACKNOWLEDGEMENT & ACCEPTANCE

**BY DOWNLOADING, OPENING, OR USING THE LICENSED MATERIALS, YOU ACKNOWLEDGE THAT:**

- You have read and understood this EULA in its entirety
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- You understand the prohibited uses and the consequences of violation
- You consent to the watermarking and tracking provisions in Section 5

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