

# END-USER LICENSE AGREEMENT (EULA) – CODECRAFT AGENCY (TechSci Inc)

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This End-User License Agreement ("EULA") governs your use of deliverables, templates, and digital assets provided by TechSci Inc (d/b/a CodeCraft Agency) through Whop.

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## 1. GRANT OF LICENSE

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Upon purchase and full payment, you receive a **non-exclusive, non-transferable, revocable license** to use:

- ✓ All **custom deliverables** created specifically for your business:
  - Strategy documents, competitive analysis, SWOT, personas
  - Blog posts, social media graphics, ad copy, landing pages
  - Lead magnets, email templates, marketing assets
  - Analytics dashboards and reports (configured for your accounts)
  
- ✓ **Templates, frameworks, and tools** provided as part of your package:
  - Content calendars, editorial calendars
  - Social media template packs
  - Strategy worksheets and planning tools
  
- ✓ **Access to member portal and resources** for **12 months** from purchase date

This license is for **your business use only** (the specific business entity named at purchase). If you operate multiple businesses, this license applies to one business only.

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## 2. WHAT YOU CAN DO (PERMITTED USES)

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- ✓ Use custom deliverables for your own business marketing, advertising, and operations
- ✓ Modify and edit content we created for you (blog posts, graphics, ad copy, strategy documents)
- ✓ Publish content on your website, social media channels, email campaigns, and paid ads
- ✓ Share deliverables with your internal team, employees, and contractors (who work for your business)
- ✓ Implement strategies, campaigns, and recommendations we designed
- ✓ Use templates for your business's ongoing marketing (within the scope of your industry/niche)
- ✓ Create derivative works based on custom content (e.g., repurpose a blog post into a video script)

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### 3. WHAT YOU CANNOT DO (RESTRICTIONS)

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- ✗ **Resell, redistribute, or sublicense** deliverables to competitors, clients, or other businesses
- ✗ **Use templates/frameworks to create competing services** (e.g., starting your own marketing agency and using our templates for client work)
- ✗ **Claim you created the work** (you must retain creator credit if we request it, such as in case studies or portfolio pieces)
- ✗ **Share member portal login credentials** with unauthorized users outside your organization
- ✗ **Reverse-engineer, decompile, or disassemble** our proprietary tools, processes, or software
- ✗ **Use deliverables for illegal, fraudulent, or prohibited purposes** (spam, scams, misleading ads, harmful products)
- ✗ **Violate third-party licenses** (stock photos, fonts, icons, music, tools) included in deliverables—you must comply with their terms
- ✗ **Transfer this license** to another business entity without our written consent (even if you sell your business)

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### 4. OWNERSHIP & INTELLECTUAL PROPERTY

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#### **You Own (Commercial Rights Granted):**

- All **custom strategy, content, and creative assets** created specifically for your business during the engagement
- You may use these commercially, modify them, and publish them indefinitely
- Example: The blog posts we write for you, the graphics we design with your branding, the ad copy tailored to your offers

#### **We Own (Intellectual Property Retained):**

- All **templates, frameworks, processes, tools, and methodologies** used to create deliverables
- Example: Our proprietary strategy template, content calendar template, social media template pack structure
- **Whop member portal content** (training videos, guides, recorded calls)
- **Training materials and recordings** (methodology explanations, frameworks, systems)
- Any **pre-existing intellectual property** we used or adapted for your project

#### **Third-Party Assets:**

- If we include **stock photos, icons, fonts, music, or licensed tools** in deliverables, you must comply with their original licenses
- We will inform you of any third-party licenses that apply
- Common third-party tools: Google Analytics, Looker Studio, Meta Business Suite, Google Ads, LinkedIn Campaign Manager (governed by their respective terms)

**\*\*Creator Credit\*\*:**

- We may request attribution if we showcase your project as a case study or portfolio piece (you must provide reasonable credit, such as "Strategy by CodeCraft Agency")
- This does NOT affect your ownership of custom deliverables—you still own and control them

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## 5. LICENSE DURATION

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**\*\*Custom Deliverables\*\*:** **\*\*Perpetual license\*\*** (you own and can use forever, even after engagement ends)

**\*\*Portal Access\*\*:** **\*\*12 months from purchase date\*\***

- After 12 months, portal access expires automatically
- You retain all downloaded deliverables, but lose access to:
  - Templates and frameworks (unless you downloaded them)
  - Training videos and recorded calls (unless you saved them locally)
  - Member-only guides and resources

**\*\*Renewal Option\*\*:** You may renew portal access for an additional 12 months (\$299/year) if offered at that time.

**\*\*Templates/Frameworks\*\*:** License valid **\*\*as long as you comply with this EULA\*\*** and continue to use them for your original business (same business entity, same industry)

**\*\*Termination Events\*\*:** License terminates immediately if you violate Section 3 (Restrictions), file a fraudulent chargeback, or we terminate your Whop account per our Terms of Service.

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## 6. TERMINATION

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This license terminates immediately and automatically if:

- You **\*\*violate any restriction\*\*** in Section 3 (e.g., reselling templates, sharing login credentials)
- You **\*\*file a fraudulent chargeback\*\*** (disputing payment after receiving deliverables)
- We **\*\*terminate your Whop account\*\*** per our Terms of Service (e.g., for abuse, fraud, prohibited use)
- You **\*\*transfer or sell your business\*\*** without our written consent to transfer the license

**\*\*Upon Termination, You Must\*\*:**

1. **\*\*Stop using all templates, frameworks, and portal content immediately\*\***
2. **\*\*Delete or destroy\*\*** any templates, training materials, and proprietary resources
3. **\*\*Lose access\*\*** to member portal, recorded calls, and ongoing resources

**\*\*What You Keep After Termination\*\*:**

- **Custom deliverables created specifically for you** (blog posts, graphics, strategy docs, ad copy)—these remain yours indefinitely
- You may NOT continue using templates, frameworks, or methodologies after termination

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## 7. NO WARRANTY (AS-IS PROVISION)

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Deliverables and services are provided **"AS-IS"** without warranty of any kind, express or implied, including but not limited to warranties of:

- ✗ **Merchantability or fitness for a particular purpose**
- ✗ **Guaranteed results, ROI, traffic, leads, sales, or revenue**
- ✗ **Error-free, bug-free, or uninterrupted access** to portal or tools
- ✗ **Compatibility** with all platforms, devices, browsers, or systems
- ✗ **Accuracy or completeness** of market research, competitive analysis, or forecasts (research is based on available data at time of creation)
- ✗ **Currency or timeliness** (strategies and content reflect best practices at time of delivery; platforms and algorithms change)

### **You Acknowledge:**

- Marketing outcomes depend on many factors outside our control (your implementation, budget, competition, market conditions, customer behavior)
- We deliver **deliverables and services**, NOT guaranteed business outcomes
- You are responsible for reviewing, testing, and implementing deliverables appropriately for your business

**Use at Your Own Risk:** We are not responsible for how you use, modify, or implement deliverables. You assume all risk.

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## 8. LIMITATION OF LIABILITY

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Our total liability for **any and all claims** related to deliverables, services, or this EULA is strictly limited to **the amount you paid** for the specific product (not to exceed **\$1,799** for the Growth Accelerator Package).

### **We Are NOT Liable For** (Even if Advised of the Possibility):

- **Lost profits, revenue, data, business opportunities, or goodwill**
- **Indirect, incidental, consequential, punitive, or special damages**
- **Damages caused by your misuse, modification, or implementation errors**
- **Damages caused by third-party actions** (platform policy violations, account suspensions, algorithm changes)
- **Force majeure events** (natural disasters, pandemics, wars, government actions, platform shutdowns)

- **Results or outcomes** (leads, sales, traffic, conversions) from implementing our strategies or content

**Example**: If the blog posts we write don't rank in Google, or the ads we set up don't generate enough leads, we are NOT liable for lost revenue or missed opportunities. You paid for the deliverables (content, setup), not guaranteed outcomes.

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## 9. UPDATES & MODIFICATIONS TO DELIVERABLES

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We may update templates, portal content, training materials, or tools at our discretion.

**You Are NOT Entitled to Updates** unless explicitly stated in your product description (e.g., "includes 6 months of template updates").

**One-Time Payment Products** (like Growth Accelerator Package):

- Do NOT include ongoing updates after the 90-day service period ends
- Do NOT include updates to templates after 12-month portal access expires
- You receive deliverables "as-is" at time of delivery

**Subscription Products** (if offered):

- May include ongoing updates as part of the recurring payment
- Updates are at our discretion and not guaranteed

If platform policies or best practices change significantly (e.g., Meta Ads policy update), we are NOT obligated to update your deliverables for free. You may purchase update services separately if offered.

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## 10. COMPLIANCE WITH LAWS & PLATFORM POLICIES

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**You agree to use deliverables in compliance with all applicable laws and regulations**, including but not limited to:

- **FTC Act (Federal Trade Commission)**: Truthful advertising, clear disclosures, no deceptive claims
- **CAN-SPAM Act**: Email marketing rules (opt-out, sender identification, accurate subject lines)
- **GDPR (EU)** and **CCPA (California)**: Privacy laws, consent, data protection
- **Advertising platform policies**: Meta Ads, Google Ads, LinkedIn Campaign Manager, TikTok Ads
- **Copyright and trademark laws**: Do not infringe on others' intellectual property
- **Industry-specific regulations**: Healthcare (HIPAA), finance (FINRA), legal (bar association rules), etc.

**\*\*YOU (Not CodeCraft Agency) Are Responsible For\*\*:**

- Ensuring your use of deliverables complies with all laws
- Obtaining necessary licenses, permissions, or consents (e.g., email subscriber consent)
- Complying with platform policies (if your ad account gets suspended, that's your responsibility)
- Legal review of content if required for your industry (we are NOT lawyers or compliance experts)

**\*\*We Are NOT Liable\*\*** for your violations of laws or platform policies, even if our deliverables contributed to the violation. You implement and control how content is used.

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## 11. INDEMNIFICATION (YOU PROTECT US)

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You agree to **\*\*indemnify, defend, and hold harmless\*\*** TechSci Inc (d/b/a CodeCraft Agency), its owners, employees, contractors, and affiliates from any and all:

- **\*\*Claims, lawsuits, demands, or legal actions\*\***
- **\*\*Damages, losses, liabilities, costs, or expenses\*\*** (including reasonable attorney fees)

Arising from or related to:

- **\*\*Your use or misuse of deliverables\*\*** (e.g., you use our ad copy in a misleading way and get sued)
- **\*\*Your violation of this EULA\*\*** or our Terms of Service
- **\*\*Your violation of laws or platform policies\*\*** (e.g., FTC fines, GDPR penalties, ad account suspensions)
- **\*\*Third-party claims\*\*** related to your business, products, or services (e.g., customer sues you for false advertising using content we created)
- **\*\*Infringement claims\*\*** (e.g., you added copyrighted images to our designs without permission)

**\*\*Example\*\***: If you use the blog posts we wrote to promote an illegal product and get sued, you must cover all legal costs and damages—we are not responsible.

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## 12. GOVERNING LAW & DISPUTE RESOLUTION

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This EULA is governed by the **\*\*laws of the United States\*\*** and the **\*\*state where TechSci Inc is registered\*\***, without regard to conflict of law principles.

**\*\*Dispute Resolution Process\*\*** (You Agree to Follow This Order):

1. **\*\*Direct Contact\*\***: Email [hello@techsci.io](mailto:hello@techsci.io) to discuss the issue (we respond within 24 hours on business days)
2. **\*\*Whop Resolution Center\*\***: If unresolved, use Whop's structured mediation process

3. **Binding Arbitration**: If still unresolved, disputes are resolved through binding arbitration per Whop's Terms of Service (NOT court litigation)

**You Waive Your Right to**:

- File a lawsuit in court (except for small claims court if under \$10,000)
- Participate in a class action lawsuit
- Jury trial

**Why**: Arbitration is faster, cheaper, and more efficient than court litigation for both parties.

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### 13. ENTIRE AGREEMENT

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This EULA, along with our **Terms of Service** and **Whop's Buyer/Seller Terms**, constitutes the **entire agreement** between you and CodeCraft Agency regarding deliverables and licensing.

**This EULA Supersedes**:

- Any prior oral or written agreements
- Any conflicting terms in emails or messages (unless we issue a written amendment signed by both parties)

**If Any Provision is Invalid**:

- The invalid provision is severed
- The rest of this EULA remains in full effect
- We will replace the invalid provision with a valid one that achieves the same intent

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### 14. CONTACT US

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Questions about this EULA, licensing, or permitted uses?

**TechSci Inc (d/b/a CodeCraft Agency)**

Email: [hello@techsci.io](mailto:hello@techsci.io)

Phone: +1 (302) 314-6007

Business Hours: Monday–Friday, 9:00 AM–6:00 PM EST

**For Licensing Questions**:

- Can I use templates for a second business I own? → Email us for a licensing quote
- Can I white-label deliverables for client work? → Not permitted under standard license; contact us for enterprise licensing
- Can I renew portal access after 12 months? → Email us 30 days before expiration

Average response time: 1–2 business days for licensing inquiries.

