

Abra AI LLC: Master Terms of Service

Version 2.0

Effective Date: May 1, 2026

1. Introduction

These Master Terms of Service ("Terms") govern your access to and use of any product, community, software, or service operated by Abra AI LLC, a Delaware limited liability company ("Abra AI LLC," "we," "us," or "our"). These Terms apply across all properties operated by Abra AI LLC, including but not limited to Abra AI Community, Abra AI Premier, Operator Council, Showtime Skill Pack, and any future product, community, or service we offer.

References to "we," "us," or "our" in these Terms include Abra AI LLC and its officers, directors, employees, contractors, agents, and affiliates.

By creating an account, purchasing a product, joining a community, or using any service operated by Abra AI LLC, you agree to these Terms. If you do not agree, do not use our products or services.

2. Eligibility

You must be at least 16 years old to use any Abra AI LLC product or service. By using a product or service, you represent that you have the legal capacity to enter into a binding agreement and that, if you are using the product or service on behalf of a business or other legal entity, you are authorized to bind that entity to these Terms.

If you do not meet these requirements, you may not use our products or services.

3. Product-Specific Terms

In addition to these Master Terms, certain Abra AI LLC products are governed by Product Addenda that contain refund terms, license terms, and other product-specific provisions. The current Product Addenda are:

- Showtime Skill Pack Product Addendum, available at showtime.muddventures.com/legal/showtime-terms
- Operator Council Product Addendum, available at showtime.muddventures.com/legal/operator-council-terms
- Abra AI Premier Product Addendum, available at showtime.muddventures.com/legal/abra-premier-terms

If a Product Addendum conflicts with these Master Terms, the Product Addendum controls for that product only.

These Master Terms also incorporate by reference:

- Master Privacy Policy, available at showtime.muddventures.com/legal/privacy
- Master Refund Policy, available at showtime.muddventures.com/legal/refund-policy

- Master End User License Agreement, available at showtime.muddventures.com/legal/eula

4. Modifications to These Terms

We may update these Terms from time to time. When we make material changes, we will notify you by email at the address associated with your account, by posting a notice within the relevant community or product, or by updating the version line and effective date at the top of this document. Your continued use of any Abra AI LLC product or service after the effective date of an updated version constitutes acceptance of the updated Terms.

5. No Professional Advice

Content made available by Abra AI LLC, including community discussions, written materials, software, frameworks, and coaching sessions, is provided for informational and educational purposes. It is not legal, financial, tax, investment, accounting, or other professional advice. You are responsible for your own business decisions. Consult a qualified professional before acting on any information provided through one of our products or services.

6. Acceptable Use

You agree not to:

- Resell, redistribute, sublicense, or share access to any Abra AI LLC product, community, or service with any third party without our prior written consent.
- Scrape, crawl, harvest, or use automated tools (bots, scripts, or otherwise) to access or extract content from any Abra AI LLC product or service.
- Harass, threaten, defame, or discriminate against any other member, employee, or contractor of Abra AI LLC.
- Infringe on the intellectual property rights of Abra AI LLC or any third party.
- Impersonate any person or entity, including any Abra AI LLC employee or contractor.
- Use any Abra AI LLC product or service to build, develop, or train any artificial intelligence model, machine learning system, or competing product or service without our prior written consent.
- Attempt to gain unauthorized access to any Abra AI LLC system, account, or product.
- Post, share, or transmit content that is unlawful, fraudulent, or otherwise harmful.

We may suspend or terminate your access at any time for violation of this Section 6, with no refund obligation except as required by the Master Refund Policy.

7. Intellectual Property

All content, software, frameworks, courses, plugins, written materials, and other intellectual property made available by Abra AI LLC (collectively, the "Licensed Materials") is owned by Abra AI LLC or its licensors. We grant 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 these Terms and any applicable Product Addendum or End User License Agreement.

This license terminates automatically when your access to the relevant product or service ends, except where a Product Addendum expressly provides otherwise.

8. Member-Posted Content

You retain ownership of content you post, share, or submit within Abra AI LLC communities or products ("Member Content"). By posting Member Content, you grant Abra AI LLC a non-exclusive, royalty-free, worldwide, sublicensable, perpetual license to use, reproduce, distribute, modify, and display the Member Content for the purpose of operating, promoting, and improving our products and services.

You represent that you have all rights necessary to grant this license and that your Member Content does not violate any third party's rights or applicable law.

9. Third-Party Platforms

Some of our products and services are delivered through third-party platforms, including Whop, Telegram, Zoom, GoHighLevel, and other vendors. Use of those platforms is governed by the platform's own terms and privacy policies. Abra AI LLC is not responsible for the availability, performance, or terms of any third-party platform.

10. Disclaimers

To the fullest extent permitted by law, all Abra AI LLC products and services are provided "AS IS" and "AS AVAILABLE," without warranty of any kind, express or implied, including warranties of merchantability, fitness for a particular purpose, non-infringement, accuracy, or uninterrupted availability. We do not warrant that any product or service will produce specific results, increase your revenue, or improve your business.

11. Limitation of Liability

To the fullest extent permitted by law, Abra AI LLC's total liability for any claim arising out of or related to these Terms or any of our products or services will not exceed the greater of (a) the total fees you paid to Abra AI LLC in the three months preceding the event giving rise to the claim, or (b) one hundred U.S. dollars (\$100).

In no event will Abra AI LLC be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, including lost profits, lost data, or business interruption, arising out of or related to these Terms, even if we have been advised of the possibility of such damages.

12. Indemnification

You agree to indemnify, defend, and hold harmless Abra AI LLC from any claim, demand, loss, liability, damage, or expense (including reasonable attorneys' fees) arising out of (a) your breach of these Terms, (b) your violation of any law or third-party right, or (c) your use of any Abra AI LLC product or service.

13. Dispute Resolution

a. **Informal Resolution.** Before filing any claim, you agree to first contact us at team@muddventures.com and attempt to resolve the dispute informally. We will have thirty (30) days from receipt of your notice to attempt resolution.

b. **Binding Arbitration.** If informal resolution is unsuccessful, any dispute arising out of or related to these Terms or any Abra AI LLC product or service will be resolved by binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules. The arbitration will be conducted in Maricopa County, Arizona, or by video conference at the arbitrator's discretion.

c. **Individual Basis Only.** All claims must be brought on an individual basis. You waive any right to bring or participate in a class, collective, or representative action.

d. **Equitable Relief Carve-Out.** Either party may seek injunctive or other equitable relief in a court of competent jurisdiction in Maricopa County, Arizona, to protect intellectual property rights or confidential information, without first proceeding to arbitration.

14. Governing Law and Venue

These Terms are governed by the laws of the State of Arizona, without regard to conflict-of-law principles. Subject to Section 13, the exclusive venue for any action permitted in court is Maricopa County, Arizona.

15. Miscellaneous

a. **Entire Agreement.** These Terms, together with the Master Privacy Policy, Master Refund Policy, Master End User License Agreement, and any applicable Product Addendum, constitute the entire agreement between you and Abra AI LLC.

b. **Severability.** If any provision is found unenforceable, the remaining provisions will remain in full force and effect.

c. **Waiver.** Our failure to enforce any provision is not a waiver of our right to enforce it later.

d. **Assignment.** You may not assign these Terms or your account without our prior written consent. We may assign these Terms freely.

e. **No Agency.** Nothing in these Terms creates an agency, partnership, joint venture, or employment relationship.

f. **Notices.** We may send notices to the email address associated with your account. Notices to us must be sent to team@muddventures.com.

16. Contact

Abra AI LLC
8 The Green, Suite A, Dover, DE 19901
Email: team@muddventures.com

By creating an account, purchasing a product, joining a community, or using any service operated by Abra AI LLC, you acknowledge that you have read, understood, and agree to these Master Terms of Service.