

END USER LICENSE AGREEMENT (EULA)

HYHdata, LLC d/b/a The Investor Semester

Effective Date: [11/01/2024]

This End User License Agreement (this “**Agreement**” or “**EULA**”) is a legal agreement between you (“**you**” or “**User**”) and HYHdata, LLC d/b/a The Investor Semester (“**Company**,” “**The Investor Semester**,” “**we**,” “**us**,” or “**our**”). This EULA governs your access to and use of our Discord community, any associated online portals, and educational resources delivered through or in connection with Whop.com (collectively, the “**Services**”). By accessing or using the Services, you agree to be bound by this EULA. If you do not agree, do not access or use the Services.

1. Acceptance of Terms

By joining or using the Services, you represent that you are at least 13 years of age (or the age of majority in your jurisdiction, if higher) and have the legal capacity to enter into this EULA. If you access the Services on behalf of an organization, you represent that you have authority to bind that organization to this EULA, and “**you**” includes that organization.

2. License Grant and Permitted Use

Subject to your ongoing compliance with this EULA, The Investor Semester grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Services for your personal, non-commercial educational purposes. No ownership rights are transferred to you. We reserve all rights not expressly granted.

3. Platform Providers; Subscription and Payment Management

Access to certain portions of the Services may require an active subscription. Subscriptions, payments, cancellations, and access to premium features are processed and administered through Whop.com and may involve additional third-party tools (including Discord). Your use of those third-party platforms is subject to their separate terms and policies. We are not responsible for third-party platform outages, policy changes, or technical issues. Billing questions should be directed to Whop.com support, and community access issues may be addressed by contacting us as set forth in Section 11.

4. User Responsibilities and Community Rules

You agree to follow all community guidelines and administrator instructions. Without limiting the foregoing, you agree that you will not:

- harass, threaten, defame, or discriminate against others, or engage in hate speech or unlawful activity;
- share personal information of yourself or others without consent;
- spam the server, post in incorrect channels, or otherwise disrupt community operations;
- solicit other users through public posts or private direct messages;
- self-promote any business, product, service, or affiliate link without prior written approval from our admin team;
- distribute, resell, or commercially exploit any resources, content, or access to the Services without our prior written consent;
- market deals in inappropriate channels (e.g., posting a Utah deal in a Florida channel) or otherwise

mis categorize postings.

We may update community rules from time to time, including by posting them in the Discord server or within the Services. Your continued use after notice of changes constitutes acceptance of the updated rules.

5. Intellectual Property

All content, materials, trademarks, logos, course modules, documents, templates, videos, audio, and other intellectual property made available through the Services are owned by The Investor Semester or its licensors and are protected by applicable intellectual property laws. You may not copy, reproduce, distribute, publish, create derivative works from, publicly display, or otherwise exploit any content except as expressly permitted in this EULA or with our prior written consent.

6. Termination; Suspension

We may suspend or terminate your access to the Services at any time, with or without notice, if we reasonably believe you violated this EULA, community rules, or applicable law, or if your conduct is harmful to other users or the community. Upon termination, the license granted in Section 2 ends immediately, and you must stop using the Services and any proprietary materials (except that your obligations that by their nature should survive will survive).

7. Disclaimer of Warranties

To the maximum extent permitted by law, the Services are provided “AS IS” and “AS AVAILABLE,” without warranties of any kind, whether express, implied, or statutory, including any implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not warrant that the Services will be uninterrupted, error-free, secure, or meet your expectations.

8. Limitation of Liability

To the maximum extent permitted by law, in no event will The Investor Semester or HYHdata, LLC be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, or any loss of profits, revenue, data, goodwill, or business opportunities, arising from or related to your use of (or inability to use) the Services, even if advised of the possibility of such damages. To the extent liability cannot be excluded, our aggregate liability will not exceed the amounts you paid to us (through Whop.com) for the Services in the three (3) months immediately preceding the event giving rise to the claim.

9. Governing Law; Venue

This EULA is governed by the laws of the State of Utah, without regard to conflict-of-law principles. To the extent a dispute is permitted to be brought in court (for example, if arbitration is not required or is unenforceable in your jurisdiction), you agree that exclusive venue and jurisdiction will be in the state and federal courts located in Utah, and you waive any objection to such venue and jurisdiction.

10. Changes to This EULA

We may modify this EULA from time to time. Changes are effective upon posting the updated EULA within the Services or on our website. Your continued use of the Services after we post changes constitutes acceptance of the updated EULA.

11. Contact Information

Questions about this EULA or requests for support should be directed to: **hello@investorsemester.com**.

Registered Agent Address (for legal notices): 7533 S Center View Ct, Ste R, West Jordan, UT 84084.