

# APEX CORE LLC

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## End User License Agreement

AI Affiliate Accelerator Program

*Last Updated: March 21, 2026*

### 1. Agreement to This EULA

This End User License Agreement (“EULA”) is a legally binding agreement between you (“Client,” “you,” or “your”) and Apex Core LLC (“Company,” “we,” “us,” or “our”), a New Mexico limited liability company. By checking the box at checkout and completing your purchase, you agree to be bound by this EULA. If you do not agree, do not complete your purchase.

### 2. License Grant

Subject to your compliance with this EULA and the Terms of Service, the Company grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Program materials, including but not limited to training modules, video content, AI prompts, scripts, frameworks, templates, and any other digital content provided as part of the AI Affiliate Accelerator Program (collectively, the “Licensed Materials”).

This license is granted solely for your personal and business use in connection with building your own AI content business as taught in the Program. This license does not constitute a transfer of ownership of any Licensed Materials or intellectual property.

### 3. License Restrictions

You agree that you will NOT:

- Copy, reproduce, duplicate, distribute, publish, or share the Licensed Materials with any third party, except as expressly permitted under the “Extra Membership” bonus (one additional membership for a partner, friend, or family member)
- Sell, resell, sublicense, rent, lease, or lend access to the Licensed Materials
- Modify, adapt, translate, reverse-engineer, decompile, or create derivative works based on the Licensed Materials for the purpose of redistribution or competing products
- Repost, publish, or distribute any Licensed Materials on any public forum, social media platform, file-sharing service, or any other channel
- Use the Licensed Materials to create, market, or sell a competing coaching program, course, or training product
- Share your login credentials or provide access to any other person (except the one additional member under the Extra Membership bonus)

- Record, screenshot, or capture coaching calls, community content, or proprietary materials for redistribution
- Use the Licensed Materials in any way that violates applicable law

## **4. Intellectual Property Ownership**

All Licensed Materials, including all copyrights, trademarks, trade secrets, and other intellectual property rights therein, are and shall remain the exclusive property of the Company. The Company has created numerous original, creative works in connection with the Program, and the Client acknowledges that the Company maintains all intellectual property rights in all original or derivative content associated with or included in the Program.

Nothing in this EULA or the Terms of Service shall constitute a transfer of ownership of any intellectual property. The license granted herein is limited and revocable as described in this EULA.

## **5. Client Content**

Content you create, produce, or develop in connection with the Program (“Client Content”) remains yours; however, by participating in the Program, you grant the Company the content license described in the Terms of Service (Section 8), which is a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully sublicensable and transferable license to use Client Content for business, promotional, and operational purposes.

## **6. Confidentiality**

The Licensed Materials and all information provided within the Program are Confidential Information as defined in the Terms of Service. You agree to maintain the confidentiality of all Licensed Materials, coaching strategies, proprietary prompts, character creation systems, brand relationships, AI tool configurations, scripting frameworks, and all other Program content. Breach of this confidentiality obligation may result in immediate termination of your license and Program access without refund.

## **7. Termination**

This license is effective until terminated. The Company may terminate your license and access to the Program immediately and without refund if:

- You violate any provision of this EULA or the Terms of Service
- You breach the confidentiality or intellectual property provisions
- You engage in non-solicitation violations
- You fail to make required payments under a payment plan
- You initiate a chargeback or payment dispute in violation of the Return Policy

Upon termination, you must immediately cease all use of the Licensed Materials and destroy or delete any copies in your possession.

## **8. Disclaimer of Warranties**

**THE LICENSED MATERIALS AND PROGRAM ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.** The Company does not warrant that the Licensed Materials will meet your specific requirements, produce any particular results, or be error-free. The Company expressly disclaims all warranties, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

## **9. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY, ITS AGENTS, AFFILIATES, TEAM MEMBERS, COACHES, OR ANY ASSOCIATED PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE, DATA, OR BUSINESS OPPORTUNITIES, ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE PROGRAM OR LICENSED MATERIALS, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE COMPANY’S TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING UNDER THIS EULA SHALL NOT EXCEED THE AMOUNT YOU PAID FOR THE PROGRAM.

## **10. Governing Law and Dispute Resolution**

This EULA shall be governed by and construed in accordance with the laws of the State of New Mexico, United States of America, without regard to its conflict of law provisions.

Any disputes arising from or related to this EULA shall first be resolved through good-faith mediation. If mediation is unsuccessful within thirty (30) days, disputes will be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall take place in Bernalillo County, New Mexico, and the decision of the arbitrator(s) shall be final and binding. You waive your right to trial by court or jury. You also waive your right to bring or participate in a class action against the Company or its parent, affiliated companies, subsidiaries, agents, officers, and/or principals.

## **11. Severability**

If any provision of this EULA shall be held unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remaining provisions shall remain in full force and effect.

## **12. Entire Agreement**

This EULA, together with the Terms of Service, Privacy Policy, and Return Policy, constitutes the entire agreement between you and the Company with respect to the licensing and use of the Program and Licensed Materials. Any modifications must be made in writing and agreed upon by both parties.

## **13. Contact**

For questions about this EULA, contact us at:

### **Apex Core LLC**

1209 Mountain Road PL NE, Ste N, Albuquerque, NM 87110

Email: [cal@apexinitiative.co](mailto:cal@apexinitiative.co)

— *End of EULA* —