Bravo Six Picks End User License Agreement (EULA)

Effective Date: October 19, 2024

This End User License Agreement ("EULA") is a legal agreement between you ("User," "you," or "your") and Bravo Six Picks ("we," "us," or "our"). This EULA governs your access to and use of the Bravo Six Picks services, digital content, and subscription products provided through Whop.com or any associated platforms ("Services"). By accessing or using the Services, you agree to be bound by the terms of this EULA. If you do not agree to this EULA, you may not access or use the Services.

1. License Grant

Bravo Six Picks grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Services for personal, non-commercial purposes, strictly in accordance with the terms of this EULA. All rights not expressly granted to you are reserved by Bravo Six Picks.

2. License Restrictions

You agree not to:

- Modify, copy, reproduce, republish, distribute, or resell any part of the Services or their content without our prior written consent.
- Use the Services for any commercial purpose, including reselling access to our content or predictions.
- Reverse-engineer, decompile, disassemble, or attempt to extract the source code of any software or component related to the Services.
- Use the Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Services, or that could damage, disable, overburden, or impair the functioning of the Services.
- Transfer or sublicense your rights under this EULA to any third party.

3. Ownership and Intellectual Property Rights

All content, materials, and services provided by Bravo Six Picks, including but not limited to text, graphics, logos, videos, data compilations, and software, are the exclusive property of Bravo Six Picks and its licensors. These materials are protected by copyright, trademark, and other intellectual property laws.

This EULA does not transfer to you any ownership or proprietary rights in the Services or any associated intellectual property. You are granted a license to use the Services subject to the limitations set forth in this EULA.

4. User Account and Security

To access the Services, you may be required to create an account on Whop.com. You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.

You agree to notify us immediately if you suspect unauthorized access to your account or any security breach. We are not liable for any loss or damage arising from your failure to protect your account information.

5. Subscription and Payment

Bravo Six Picks offers subscription-based access to the Services through Whop.com. By subscribing, you agree to pay all fees associated with your subscription plan as outlined on Whop.com.

Automatic Renewal:

Your subscription will automatically renew at the end of each billing cycle unless you cancel it in accordance with the Terms of Service provided by Bravo Six Picks. You can manage your subscription and payment information through Whop.com.

6. Term and Termination

This EULA is effective from the date you first use the Services and will remain in effect until terminated by either party.

Termination by You:

You may terminate this EULA at any time by discontinuing the use of the Services and deleting your account on Whop.com.

Termination by Us:

Bravo Six Picks may terminate your access to the Services or suspend your account at any time for any reason, including violation of this EULA, failure to comply with payment obligations, or any other misconduct. Upon termination, all rights granted to you under this EULA will cease immediately.

7. No Warranties

The Services are provided "as-is" and "as available," without any warranties of any kind, either express or implied. Bravo Six Picks does not warrant that the Services will be uninterrupted, error-free, or free from viruses or other harmful components.

To the fullest extent permitted by law, Bravo Six Picks disclaims all warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement of third-party rights.

8. Limitation of Liability

To the maximum extent permitted by applicable law, Bravo Six Picks shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including loss of profits, data, or goodwill, arising out of or related to your use of the Services or this EULA, whether in contract, tort, or otherwise, even if we have been advised of the possibility of such damages.

In no event will Bravo Six Picks' total liability to you for all claims exceed the amount you paid for the Services in the twelve (12) months preceding the date of the claim.

9. Indemnification

You agree to indemnify, defend, and hold harmless Bravo Six Picks, its affiliates, and its respective officers, directors, employees, and agents from and against any claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- Your use or misuse of the Services;
- Any violation of this EULA by you;
- Any breach of applicable laws or regulations in connection with your use of the Services.

10. Governing Law

This EULA shall be governed by and construed in accordance with the laws of the state of [Insert State], without regard to its conflict of law principles. You agree that any legal action or proceeding arising out of or relating to this EULA will be brought exclusively in the courts located in [Insert Jurisdiction].

11. Changes to this EULA

Bravo Six Picks reserves the right to modify this EULA at any time. Any changes will be posted on this page, and the "Effective Date" at the top of this EULA will be updated accordingly. Your continued use of the Services after such modifications constitutes your acceptance of the new terms. If you do not agree to the modified terms, you must stop using the Services.

12. Contact Information

If you have any questions or concerns regarding this EULA, please contact us via a Customer Support Ticket at:

https://discord.com/channels/1221389980396425237/1278404714832068608

By accessing or using the Services, you acknowledge that you have read, understood, and agree to be bound by this EULA.