

End User License Agreement (EULA)

Last Updated: July 17, 2025

This End User License Agreement ("EULA" or "Agreement") is a legal contract between you ("User," "Licensee," or "you") and LetsGoFunnels ("Licensor," "we," "us," or "our") governing your use of all digital content, materials, templates, resources, and software provided through the Booked Funnelbuilder Academy membership ("Licensed Content").

1. Agreement Acceptance and Scope

1.1 Binding Agreement

By accessing, downloading, or using any Licensed Content, you acknowledge that you have read, understood, and agree to be bound by this EULA. If you do not agree to these terms, you must immediately cease all use of the Licensed Content.

1.2 Relationship to Other Agreements

This EULA supplements and works in conjunction with:

- Terms of Service for the membership platform
- Privacy Policy
- Return and Refund Policy

In case of conflicts, the Terms of Service take precedence for membership access, while this EULA governs content usage rights.

1.3 Updates and Modifications

We reserve the right to modify this EULA at any time. Material changes will be communicated via email and platform notifications. Continued use of Licensed Content after changes constitutes acceptance of the modified terms.

2. Definitions

"Licensed Content" includes all materials provided through the membership:

- Video training courses and modules
- Digital templates and design files
- Worksheets, checklists, and planning documents

- Software tools and applications
- Audio recordings and podcasts
- Written guides and documentation
- Graphics, images, and visual assets
- Code snippets and scripts
- Any other digital materials or resources

"Commercial Use" means use in connection with business activities intended to generate revenue or business advantage.

"Personal Use" means use for individual, non-commercial purposes without distribution to third parties.

"Derivative Work" means any work based upon or incorporating Licensed Content, including modifications, adaptations, or translations.

"End Product" means your final business implementation using Licensed Content (websites, marketing materials, business processes, etc.).

3. License Grant and Scope

3.1 License Rights Granted

Subject to the terms of this EULA, LetsGoFunnels grants you a:

- **Limited** (restricted by the terms herein)
- **Non-exclusive** (we can license to others)
- **Non-transferable** (cannot be assigned to others)
- **Revocable** (can be terminated for violations)
- **Worldwide** license to use Licensed Content

3.2 Permitted Uses

Commercial Business Use:

- Implement templates and strategies in your own business operations
- Customize templates for your specific business needs
- Use content to create marketing materials for your business
- Apply training methods and processes to your business activities
- Generate revenue using knowledge and strategies learned

Modification and Customization:

- Modify templates to fit your brand identity and business requirements
- Combine multiple templates or elements to create unique implementations

- Translate content for use in different languages or markets
- Adapt strategies and processes for your industry or niche

Internal Business Distribution:

- Share customized End Products with employees, contractors, and business partners
- Use content for internal training and business development
- Distribute End Products to clients as part of your services

3.3 Geographic and Temporal Scope

- License is worldwide unless restricted by local laws
- License remains valid during active membership and for 90 days after cancellation
- Perpetual license for End Products created during active membership
- No time limits on implemented business processes and learned strategies

4. Restrictions and Prohibited Uses

4.1 Distribution and Resale Restrictions

You may NOT:

- **Redistribute Original Content:** Share, sell, or distribute original Licensed Content in its unmodified form
- **Create Competing Products:** Package content for sale as templates, courses, or competing educational products
- **Mass Distribution:** Make content available through file-sharing platforms, torrent sites, or public repositories
- **Membership Sharing:** Provide others with access to your membership account or login credentials

4.2 Intellectual Property Violations

You may NOT:

- **Remove Attribution:** Delete, modify, or obscure copyright notices, watermarks, or ownership identifiers
- **Reverse Engineer:** Attempt to extract source code, recreate original designs, or replicate proprietary methods
- **Create Derivatives for Resale:** Develop products based on Licensed Content for commercial distribution
- **Infringe Trademarks:** Use LetsGoFunnels branding, logos, or trademarks without written permission

4.3 Platform and Access Restrictions

You may NOT:

- **Bypass Security:** Circumvent access controls, download restrictions, or platform limitations
- **Automated Access:** Use bots, scrapers, or automated tools to download or access content
- **Account Sharing:** Allow multiple users to access content through a single membership account
- **Unauthorized Copying:** Download content beyond reasonable personal backup purposes

4.4 Harmful or Illegal Uses

You may NOT use Licensed Content for:

- **Illegal Activities:** Any purpose that violates applicable laws or regulations
- **Harmful Content:** Creating materials that promote hate speech, discrimination, or violence
- **Deceptive Practices:** Fraudulent schemes, scams, or misleading business practices
- **Competitive Intelligence:** Analyzing content to create competing educational products

5. Intellectual Property Rights

5.1 Ownership and Retention

- LetsGoFunnels retains all right, title, and interest in Licensed Content
- No ownership rights are transferred to you under this license
- This EULA grants usage rights only, not ownership or intellectual property rights
- All copyrights, trademarks, and trade secrets remain with LetsGoFunnels

5.2 User-Created Content

Your Original Additions:

- You retain ownership of original content you create using Licensed Content as a foundation
- LetsGoFunnels claims no ownership over your business implementations or End Products
- Your customer data, business strategies, and unique implementations remain your property

Derivative Works:

- Derivative works containing Licensed Content are subject to this EULA
- You may not claim ownership over portions that incorporate Licensed Content
- Commercial use of derivative works is permitted for your business only

5.3 Feedback and Suggestions

Any feedback, suggestions, or ideas you provide regarding Licensed Content:

- May be used by LetsGoFunnels without compensation or attribution
- Do not create any intellectual property rights in your favor
- Help improve future content and offerings

6. Digital Rights Management and Protection

6.1 Technical Protection Measures

Licensed Content may include:

- Digital watermarks and identification markers
- Access control and authentication systems
- Download limitations and time restrictions
- Usage tracking and analytics

6.2 Circumvention Prohibition

You agree not to:

- Disable, bypass, or circumvent any technical protection measures
- Remove or alter digital watermarks or identification systems
- Use technology to enable unauthorized access or distribution
- Interfere with licensing verification systems

6.3 Monitoring and Enforcement

We reserve the right to:

- Monitor usage patterns and access logs
- Investigate suspected violations of this EULA
- Implement additional security measures as needed
- Cooperate with law enforcement regarding intellectual property violations

7. Quality and Performance

7.1 Content Standards

We strive to provide high-quality Licensed Content but:

- Content is provided "as-is" without guarantees of specific outcomes
- Business results depend on your implementation and market factors
- We do not warrant that content will meet your specific business needs

7.2 Updates and Improvements

- Licensed Content may be updated, modified, or improved over time
- You receive access to updates during your active membership
- No guarantee that specific content will remain available indefinitely
- Deprecated content may be removed with reasonable notice

7.3 Technical Support

- Limited technical support is provided for accessing Licensed Content
- No consulting or implementation support is included unless separately contracted
- Community forums and resources are available for peer assistance

8. Warranties and Disclaimers

8.1 Warranty Disclaimer

TO THE MAXIMUM EXTENT PERMITTED BY LAW, LICENSED CONTENT IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO:

- **Merchantability:** No warranty that content is suitable for commercial use
- **Fitness for Purpose:** No guarantee that content will meet your specific needs
- **Non-Infringement:** No warranty against third-party intellectual property claims
- **Accuracy:** No guarantee that information is current, complete, or error-free

8.2 Business Results Disclaimer

- No guarantee of business success, revenue, or specific outcomes
- Results depend on various factors including market conditions, competition, and implementation
- Testimonials and case studies represent individual experiences, not typical results
- Users assume all risks associated with business implementation

8.3 Legal and Compliance Disclaimer

- Licensed Content may not comply with all local laws and regulations
- Users are responsible for ensuring compliance in their jurisdiction
- We do not provide legal, financial, or professional advice
- Consult qualified professionals for specific legal or regulatory guidance

9. Limitation of Liability

9.1 Liability Limitations

TO THE MAXIMUM EXTENT PERMITTED BY LAW, LETSGOFUNNELS SHALL NOT BE LIABLE FOR:

Direct Damages:

- Business losses or lost profits
- Loss of business opportunities or competitive advantage
- Costs of substitute products or services
- Data loss or corruption

Indirect Damages:

- Consequential, incidental, or punitive damages
- Loss of goodwill or reputation
- Third-party claims or demands
- Any damages exceeding the fees paid for Licensed Content

9.2 Maximum Liability Cap

Our total liability under this EULA shall not exceed the amount you paid for membership access in the 12 months preceding the claim.

9.3 Essential Purpose

These limitations are essential elements of this EULA and apply even if:

- We have been advised of the possibility of damages
- Limited remedies fail of their essential purpose
- Damages arise from our negligence or willful misconduct

10. Indemnification

10.1 User Indemnification Obligations

You agree to indemnify, defend, and hold harmless LetsGoFunnels, its officers, directors, employees, and agents from and against any claims, damages, or expenses arising from:

- Your use or misuse of Licensed Content
- Your violation of this EULA or applicable laws
- Your business activities and implementations
- Third-party claims related to your End Products

10.2 Indemnification Process

- Prompt written notice of claims
- Cooperation in defense or settlement
- Right to participate in defense with counsel of your choice
- No settlement without our written consent

11. Compliance and Legal Requirements

11.1 Export Control Compliance

Licensed Content may be subject to export control laws:

- You are responsible for compliance with applicable export regulations
- Content may not be exported to restricted countries or entities
- Violation of export controls may result in immediate license termination

11.2 Data Protection Compliance

When using Licensed Content:

- Comply with applicable data protection laws (GDPR, CCPA, etc.)
- Implement appropriate security measures for any customer data
- Respect privacy rights and consent requirements
- Report any data breaches as required by law

11.3 Industry-Specific Regulations

- Ensure compliance with industry regulations applicable to your business
- Licensed Content may not address all regulatory requirements
- Seek professional advice for regulated industries
- Assume responsibility for regulatory compliance in your jurisdiction

12. Termination

12.1 Termination by User

You may terminate this license at any time by:

- Ceasing all use of Licensed Content
- Deleting all copies from your systems
- Notifying us of termination (recommended but not required)

12.2 Termination by LetsGoFunnels

We may terminate this license immediately if you:

- **Material Breach:** Violate any material term of this EULA
- **Payment Default:** Fail to maintain active membership subscription
- **Prohibited Use:** Engage in unauthorized distribution or resale
- **Legal Violation:** Use content for illegal or harmful purposes

12.3 Notice and Cure Period

For non-material breaches:

- We will provide 10 days written notice
- Opportunity to cure the breach within notice period
- License continues if breach is properly cured
- Repeated violations may result in immediate termination

12.4 Effect of Termination

Upon termination:

- **Immediate Cessation:** All rights to use Licensed Content terminate immediately
- **Content Removal:** You must delete all Licensed Content from your systems
- **End Product Preservation:** You may continue using End Products created during the license term
- **Survival Clauses:** Intellectual property, indemnification, and limitation of liability provisions survive

13. Dispute Resolution

13.1 Governing Law

This EULA is governed by and construed in accordance with the laws of Portugal, without regard to conflict of law principles.

13.2 Dispute Resolution Process

Step 1 - Direct Communication:

- Contact support@funnelsgenius.com with detailed dispute description
- Good faith negotiation period of 30 days
- Documentation of resolution attempts

Step 2 - Mediation:

- Binding mediation through qualified Portuguese mediation service
- Costs shared equally between parties
- 60-day resolution timeline

Step 3 - Arbitration:

- Binding arbitration in Vila Nova de Gaia, Portugal
- Single arbitrator selected by mutual agreement
- Portuguese arbitration rules apply
- Award is final and binding

13.3 Exceptions to Dispute Resolution

Immediate court action may be sought for:

- Intellectual property infringement claims
- Temporary restraining orders or injunctive relief
- Small claims court matters (if jurisdictionally appropriate)
- Emergency protective measures

13.4 Class Action Waiver

You agree to resolve disputes individually and waive any right to participate in class actions, representative proceedings, or mass arbitrations.

14. International and Cross-Border Considerations

14.1 Multi-Jurisdictional Compliance

- This EULA is designed for international use
- Local law restrictions may apply in your jurisdiction
- You are responsible for compliance with local regulations
- Contact legal counsel for jurisdiction-specific guidance

14.2 Language and Translation

- English version of this EULA is authoritative
- Translations are provided for convenience only
- In case of discrepancies, English version controls
- Cultural and legal interpretation may vary by region

14.3 Currency and Payment Considerations

- License fees quoted in EUR but may be charged in local currency
- Exchange rate fluctuations do not affect license terms
- Local taxes and duties are your responsibility

15. Special Provisions

15.1 Government and Educational Use

Special terms may apply for:

- Government agencies and public sector organizations
- Educational institutions and non-profit organizations
- Large enterprise deployments
- Contact us for specific licensing arrangements

15.2 Developer and Agency Use

If you are developing End Products for clients:

- Client usage must comply with this EULA
- You are responsible for client compliance
- Multiple End Products permitted for different clients
- No resale of Licensed Content to clients

15.3 Accessibility Compliance

We strive to make Licensed Content accessible but:

- No guarantee of compliance with accessibility standards
- Users responsible for making End Products accessible
- Alternative formats may be available upon request
- Reasonable accommodations provided when possible

16. Force Majeure

Neither party shall be liable for delays or failures in performance due to circumstances beyond reasonable control, including:

- Natural disasters, pandemics, or public health emergencies
- Government actions, war, or terrorism
- Internet infrastructure failures or cyber attacks
- Labor disputes or supply chain disruptions

Force majeure events suspend obligations but do not terminate this EULA.

17. Severability and Interpretation

17.1 Severability

If any provision of this EULA is found unenforceable:

- Remaining provisions continue in full force
- Unenforceable provisions are modified to maximum extent permissible
- Overall intent and purpose of EULA is preserved

17.2 Interpretation Rules

- Headings are for convenience only and do not affect interpretation
- "Including" means "including but not limited to"
- Singular includes plural and vice versa
- References to laws include amendments and successor legislation

17.3 No Implied Waivers

- Failure to enforce any provision does not waive future enforcement
- Waivers must be explicit and in writing
- Course of dealing does not modify written terms

18. Contact Information

For EULA Questions and License Inquiries:

- **Email:** support@funnelsgenius.com
- **General Support:** support@funnelsgenius.com
- **Response Time:** 5 business days for licensing matters

Legal and Compliance Matters:

- **Email:** support@funnelsgenius.com

- **Mailing Address:** LetsGoFunnels
Rua 28 de Janeiro, nº 350
Vila Nova de Gaia, Portugal

Intellectual Property Violations:

- **Email:** support@funnelsgenius.com
- **Subject:** "IP Violation Report"
- **Include:** Detailed description of violation with evidence

19. Entire Agreement

This EULA, together with the Terms of Service and Privacy Policy, constitutes the complete agreement between you and LetsGoFunnels regarding Licensed Content usage. It supersedes all prior or contemporaneous communications and proposals regarding the subject matter.

Effective Date: This EULA is effective as of July 17, 2025, and applies to all Licensed Content accessed from this date forward.

Acceptance: By using any Licensed Content, you acknowledge that you have read, understood, and agree to be bound by this End User License Agreement.