

End User License Agreement

The license for Syncognix software, templates, tools, documentation, and other digital materials supplied under an eligible order.

Effective October 26, 2026 | Version 1.0

1. Agreement and scope

This End User License Agreement (EULA) is between Syncognix and the purchaser or authorized organization using software, templates, tools, documentation, or other digital materials that Syncognix supplies under a license (the Licensed Materials). It applies when presented and accepted as part of the applicable order or license activation. You must be at least 18 and authorized to accept it for the organization you represent.

Consulting and other professional services are governed by the Terms of Service and written scope. This EULA does not convert client-owned work into a subscription, prevent use of work expressly assigned to you, or override a written transfer of intellectual property in a signed SOW. If an accepted order expressly gives a broader right for particular materials, that right controls for those materials.

2. License grant

Subject to payment and this agreement, Syncognix grants you a limited, nonexclusive license to access and use the Licensed Materials for the business purpose, project, users, devices, or deployment described in your order. Authorized employees and contractors may use the materials for that purpose within the purchased scope; you are responsible for their compliance. You may make reasonable backup copies where downloading is permitted.

The license begins when access is supplied and lasts for the specific license or access period disclosed in the order. Subscription access lasts through the paid subscription period unless lawfully terminated earlier. A one-time payment does not by itself promise indefinite hosted access, future updates, or continuing support. Access duration and delivery method must be disclosed before purchase; ask us if a listing is unclear.

3. Whop purchases and accounts

Where a purchase uses Whop, Syncognix grants the license and provides the materials; Whop separately provides its platform and payment services under its own terms. A payment receipt is evidence of purchase, not a transfer of ownership in all underlying technology. Whop's own account rules apply to its account access.

Keep login credentials secure and do not share an individual account beyond the authorized user arrangement. Use legitimate payment details and promptly report suspected compromise. Seat, usage, installation, or project limits are those disclosed in the order; additional rights require written agreement rather than an assumed right to redistribute.

4. Ownership and third-party components

Syncognix or its licensors retain ownership of the Licensed Materials and associated intellectual property, except for rights expressly assigned in writing. Your materials remain yours. Our limited use of your inputs is only to operate, deliver, secure, and support the agreed service, subject to confidentiality, the Privacy Policy, and any data-processing agreement.

Third-party and open-source components remain subject to their own licenses and notices. This EULA does not restrict rights those licenses grant. Rights to use delivered custom work or embedded reusable components for an agreed client project follow the SOW and applicable component licenses.

5. Use restrictions

Except as the order, a component license, or applicable law permits, you may not resell, sublicense, rent, publish, or redistribute the Licensed Materials as a standalone product; give unlicensed parties access; remove ownership notices; bypass license or security controls; or copy, modify, decompile, disassemble, or reverse engineer protected materials. These restrictions do not prevent operation of an agreed client website or deployment expressly permitted by the order.

Do not use the materials for infringement, fraud, malware, unlawful surveillance, unauthorized security testing, prohibited transactions, or other unlawful conduct. Do not interfere with systems, harvest data without authorization, or expose confidential information. Observe applicable sanctions, export controls, and any legally required permissions. Notify us if a claimed restriction conflicts with a right provided by mandatory law.

6. Installation, compatibility, and support

Compatibility requirements, dependencies, delivery method, access duration, installation assistance, support hours, and included updates are as described in the listing or written order. You are responsible for suitable devices and authorized third-party accounts, connectivity, and backups within your control. Separate fees may apply to additional support or external subscriptions only as disclosed and accepted.

We may provide fixes or updates for security, reliability, or agreed functionality. We will give reasonable notice of a material change affecting a paid service where practicable and legally required, and address any resulting nonconformity under the order and applicable law. This agreement does not promise updates or support beyond the purchased term.

7. AI features and business decisions

Where included, AI or automation features may generate inaccurate, incomplete, or unsuitable output and may depend on external providers. Review and validate outputs, rights, and implementation before use. You remain responsible for decisions and lawful instructions. Do not rely solely on an automated response for a consequential legal, financial, medical, security, or employment decision.

Supply only inputs you are authorized to share. Do not submit credentials, sensitive personal information, or confidential customer data to a general assistant unless the feature and written arrangement expressly support that use. No particular financial outcome, originality of generated output, or uninterrupted model availability is guaranteed.

8. Data and confidentiality

Personal information is handled as described in the Privacy Policy at <https://syncognix.com/privacy> and any applicable written data-processing agreement. Where we process customer-controlled data solely on instructions, the engagement defines responsibilities, access, and return or deletion arrangements. This EULA does not itself authorize an unrelated use or sale of customer data.

Protect confidential materials, including nonpublic software, credentials, documentation, and customer information, using reasonable care. Disclose them only to authorized people who need access for the permitted purpose or as legally required. Public information and information independently developed or lawfully received without a duty of confidence are excluded.

9. Expiry, suspension, and termination

Access ends at the end of the disclosed license period or paid subscription term unless renewed. Cancel recurring renewals through available Whop account controls or by emailing support@syncognix.com before the next renewal. Cancellation and refunds follow the Return Policy; canceling renewal does not normally end already paid access early.

We may restrict affected access for material breach, nonpayment, or a credible legal or security risk. Where reasonable and safe, we will give notice and a reasonable opportunity to remedy the issue before termination. Any restriction must be proportionate. Termination does not eliminate accrued refund rights, mandatory remedies, or rights in separately owned client work.

When a license ends, stop using the affected Licensed Materials and remove copies except those you may retain under mandatory law, an independent component license, or an express written agreement. Coordinate export of customer-controlled data before expiry where the product supports it; any agreed handover or deletion terms continue to apply. We will not use this provision to withhold unrelated client-owned materials.

10. Service quality and remedies

We will use reasonable professional care and provide the material functionality described in the accepted order. Tell us promptly about a defect or material mismatch, with reproducible details where possible. We will investigate and provide the correction, replacement, reperformance, price reduction, or refund required by the order, Return Policy, and applicable law.

Except for express commitments and mandatory guarantees, the materials are provided without additional warranties to the extent law permits. We do not guarantee that every environment is compatible, that third-party services remain available, or that use is completely uninterrupted or error-free. This qualification does not excuse failure to provide the paid, described product or any legally required remedy.

11. Liability and general terms

To the extent permitted by law, neither party is liable to the other for indirect, incidental, special, or consequential losses under this EULA. An express liability provision in a signed SOW controls for that engagement. No provision limits liability for fraud, willful misconduct, or any responsibility that applicable law forbids limiting. Consumer guarantees and other mandatory rights are preserved.

Changes apply prospectively and require notice or acceptance where required; they do not silently replace an already purchased license term. If a provision is unenforceable, the other lawful provisions remain effective. Ownership, confidentiality, accrued payment obligations, and provisions intended to survive continue as appropriate. This EULA does not impose mandatory arbitration or an exclusive court; disputes may use remedies available under applicable law.

12. Support and related documents

Syncognix | <https://syncognix.com> | support@syncognix.com | +1 (307) 445-3735

Mailing address: 30 N Gould St, Suite 64751, Sheridan, WY 82801, United States.

Terms of Service: <https://syncognix.com/terms> | Return Policy: <https://syncognix.com/refunds-cancellations>

Whop platform and buyer terms: <https://whop.com/tos/> | <https://whop.com/buyer-terms/>