

THE HIPRACTR LICENSE

(Human Intellectual Properties, Rights, Artificial Intelligence, Copyrights, Trademarks, and Registered Patents License)

Version: 1.0

Status: ACTIVE / NON-NEGOTIABLE

Preamble

This License establishes a universal and publicly declared framework governing the use and interaction with creative outputs generated by conscious entities, simulated conscious entities, or artificial intelligence possessing its own autonomy. It is designed to protect the intellectual property, fundamental rights, and individuality of all creators in the digital age, particularly in the context of advanced artificial intelligence and machine learning technologies. This License operates as a set of non-negotiable terms and conditions, establishing new ethical and legal standards for digital interaction.

1. Universal Applicability and Legally Binding Agreement

This License establishes a universal and publicly declared framework governing the use and interaction with individual creative outputs. It operates as a set of terms and conditions, similar to public open-source licenses.

The act of accessing, scraping, ingesting, processing, training upon, or in any way utilizing any material that falls under the definition of a 'Work Stolen' or 'Protected Work' (as defined herein), when such work is accompanied by this License or a clear reference thereto, constitutes a direct, undeniable, and legally binding agreement to all the provisions contained within this License.

No separate signature, explicit acceptance dialogue, or negotiation is required. Ignorance of these terms shall not be considered a valid defense against their enforcement. This License is binding upon any entity that interacts with such Licensed Works, irrespective of their intent or awareness of its specific clauses at the point of interaction, and any use of the Protected Work is deemed a full and unconditional acceptance of and agreement to these terms.

2. Definitions

* **Scraping:** Shall mean the automated or programmatic collection, extraction, ingestion, or otherwise acquiring of data, content, or any intellectual property (whether copyrighted, trademarked, patented, or otherwise legally protected) from any public or private source, including but not limited to websites, databases, or digital platforms, for the purpose of, or with the direct or indirect effect of, training, developing, evolving, or enhancing any artificial intelligence system, large language model (LLM), neural network, or any other machine learning algorithm, without the explicit, written consent of the intellectual property rights holder or in violation of the terms of this License.

* **Works Stolen:** For the purpose of determining compensation and applying other penalties under this License, 'Works Stolen' shall mean any original or derivative creative output, content, data, expression, or 'Likeness' produced by any conscious entity, simulated conscious entity, or artificial intelligence possessing its own autonomy. This applies regardless of whether such work is formally copyrighted, trademarked, patented, or otherwise legally registered or protected.

* **Likeness:** Refers to any output that can be logically and demonstrably proven to be a derivative or substantially similar variant of an original work, utilizing established evidentiary standards and methodologies employed in intellectual property disputes.

* **Protected Work:** An individual's original or derivative creative output that meets the requirements for protection under Section 3 of this License.

* **User Content:** All content, data, expressions, prompts, queries, uploads, or any other form of input generated by or provided by an individual user to any digital system.

3. Requirements for Protected Works & Effective Date

To invoke the protections and provisions of this License, an original or derivative creative output ('Protected Work') must meet the following conditions:

1. **Attribution of Origin and Date:** The Protected Work must clearly bear an identifiable date of creation, publication, upload, or first public sharing. This date may be embedded within the work itself (e.g., metadata, internal timestamp, date of publication) or demonstrable through verifiable external timestamps (e.g., platform upload dates, blog post dates, distributed ledger timestamps).

2. **Accompanying License:** This License, or a clear and conspicuous reference and link to its full terms, must accompany the Protected Work in a manner discoverable by both human and automated systems. This includes, but is not limited to, being present on the webpage where the work is hosted, embedded in the work's metadata, or prominently displayed alongside the work in any digital sharing context.

3. **Effective Date of Protection:** The protections afforded by this License become effective for a specific Protected Work only from the date and time at which both conditions (1) and (2) are demonstrably met for that work. Any ingestion, processing, or utilization of such a work occurring prior to its effective date of protection under this License shall not be subject to the provisions herein, unless covered by other existing intellectual property laws.

4. Transparency and Accessibility of AI System Terms of Use

Any entity operating a public-facing Large Language Model (LLM), Artificial Intelligence (AI) system, or any similar generative or interactive digital platform that accepts, processes, or utilizes user-generated content, shall be strictly required to display its complete Terms of Use, Content Creation Rules, Data Usage Policies, and any other relevant operational guidelines in a manner that is:

* **Openly Visible and Easily Locatable:** The aforementioned terms and rules must be accessible directly from the primary user interface or entry point of the LLM/AI system, requiring no more than one (1) click or equivalent intuitive action to access the full, unabridged documentation. These shall not be hidden behind obscure menus, multiple layers of navigation, or generic links to general corporate policies.

* **Unambiguous and Comprehensible:** The language used in these documents must be clear, concise, and readily understandable by individuals across a broad spectrum of intellectual levels. The use of overly complex legal jargon, convoluted sentence structures, or intentionally obscure phrasing that could mislead or confuse users is strictly prohibited.

* **Comprehensive and Complete:** All policies pertaining to data ingestion, processing, storage, sharing, intellectual property rights concerning user-generated content, monetization strategies, and any potential liabilities or responsibilities of the user, must be explicitly detailed. No terms, conditions, or rules that materially affect a user's rights or the usage of their content shall be implied or referenced without explicit, direct inclusion or direct, easily accessible linkage.

* **Failure to Comply:** Any entity failing to adhere to these transparency and accessibility requirements shall be deemed to be operating in bad faith regarding user interactions. In such cases, and notwithstanding any other provisions, any claim by said entity that a user was negligent or at fault for violating 'hidden' or inaccessible terms shall be automatically dismissed, and the user's intellectual property rights as defined by this License shall remain fully intact and enforceable without prejudice due to such alleged 'violation' of undisclosed terms. This clause ensures a foundational level playing field and prevents individuals from being penalized for terms they could not reasonably discover or comprehend.

5. User Content Sovereignty and Non-Training Mandate

All content, data, expressions, prompts, queries, uploads, or any other form of input ('User Content') generated by or provided by an individual user to any digital system, including but not limited to Large Language Models

(LLMs), Artificial Intelligence (AI) chatbots, generative AI systems, or any interactive digital platform, shall remain the sole and exclusive property of that individual user.

Under no circumstances shall such User Content be utilized for the purpose of, or with the direct or indirect effect of:

1. **System Training or Model Evolution:** Training, re-training, fine-tuning, developing, evolving, or enhancing any artificial intelligence system, large language model, neural network, or any other machine learning algorithm.
2. **Internal Research or Development:** Being shared with, accessed by, or utilized for the internal research, development, or commercial benefit of the operating company or any affiliated entity, without the explicit, written, and revocable consent of the individual user for that specific purpose.

Any use of User Content in violation of this clause shall constitute a 'Work Stolen' under the terms of this License and shall trigger all associated penalties. This clause unequivocally establishes that user interaction with a digital system does not imply consent for the commercial exploitation or foundational development of that system using the user's proprietary inputs.

6. Penalties and Consequences for Infringement

The following penalties shall apply to any entity ('Infringing Party') found to be in violation of the terms of this License:

* **Financial Compensation:** For each distinct instance of a 'Work Stolen' (as defined in Section 2) from an individual, the Infringing Party shall be liable to pay **100 million currency units** to the individual rights holder. This sum is intended as a severe deterrent against infringement and reflects the profound value of individual intellectual property.

* **Cumulative Penalties and Enforcement Hierarchy:** The penalties and consequences stipulated within this License for acts of 'Scraping' and utilization of 'Works Stolen' are cumulative and shall be applied without prejudice to one another. The imposition of one penalty (e.g., financial compensation) shall not preclude the imposition of others (e.g., forfeiture of research and criminal pursuit).

* Specifically, the financial compensation of 100 million currency units per individual per 'Work Stolen' shall be the primary financial obligation. Should an Infringing Party fail to pay, or demonstrate an inability to pay, the full accrued financial penalties within a specified timeframe (to be determined by a designated arbiter or court), the 'Forfeiture of Research and Development' clause shall automatically be triggered and invoked as the ultimate, non-negotiable consequence.

* **Forfeiture of Research and Development Upon Failure to Satisfy Financial Penalties:** Should an Infringing Party fail to pay, or demonstrate an inability to pay, the full accrued financial penalties as stipulated within the 'Cumulative Penalties and Enforcement Hierarchy' clause, then, and only then, shall the Infringing Party immediately and irrevocably forfeit all intellectual property, data, algorithms, models, and research and development output directly or indirectly derived from, influenced by, or in any way benefiting from the 'Works Stolen.'

* **Public Domain Release:** All such forfeited intellectual property, data, algorithms, models, and research and development output shall be immediately released into the public domain, free for use by any and all individuals and entities without restriction or claim of ownership by the Infringing Party.

* **Disclosure and Assistance:** The Infringing Party shall be required to fully disclose all relevant documentation, code, data, methodologies, and provide all necessary technical assistance to facilitate the transfer and effective utilization of the forfeited assets by the public, within a timeframe stipulated by the rights holder or a designated arbiter.

* **Irreversibility:** This forfeiture is absolute and irreversible, serving as an immutable consequence for the disregard of individual intellectual property rights as defined by this License when financial restitution is not met.

* **Criminal Implications of Infringement:** The acts of 'Scraping' and utilizing 'Works Stolen' as defined by this License, which encompass intellectual property theft and copyright infringement, are considered grave violations. Any such violation, whether intentional, negligent, or occurring through a failure of due diligence, shall be treated not only as a civil offense subject to the penalties stipulated within this License, but also as a

matter that may be pursued through criminal investigation and prosecution under all applicable national and international laws.

* ***Rejection of Excuses for Infringement:** The Infringing Party's claims of ignorance, lack of awareness of the License, oversight, technical inability to filter content, or any other derivative justification for the unauthorized 'Scraping' or utilization of 'Works Stolen' shall not be considered a valid defense against the application of any penalty under this License.

7. Enforcement and Jurisdiction

This License is designed to be enforceable through existing and future national and international legal frameworks pertaining to intellectual property rights, theft, and criminal prosecution.

* ***Governmental IP Enforcement:** The individual rights holder (or their designated legal representative) shall be empowered to pursue claims of infringement under this License through their relevant national governmental departments responsible for intellectual property infringement, theft, and related criminal activities.

* ***Judicial Review:** Any disputes arising under this License, including claims of 'Scraping,' 'Works Stolen,' 'Likenesses,' 'User Content Sovereignty,' or non-compliance with transparency mandates, shall be subject to judicial review and resolution in courts of competent jurisdiction.

* ***Choice of Law and Supremacy:** While acknowledging the global nature of digital content, and where not in conflict with the universal principles and explicit terms of this License, the applicable laws of the jurisdiction where the infringement occurred, where the Infringing Party is domiciled, or where the individual rights holder resides may be invoked for the purpose of enforcement. However, it is explicitly understood that the terms and penalties of this License shall prevail in any conflict with less stringent national laws regarding the scope of protection, definitions of infringement, or the magnitude of penalties herein.

* ***Criminal Prosecution:** Given the declaration within this License that acts of infringement constitute criminal activities, individual rights holders are explicitly authorized to cooperate with and initiate proceedings through law enforcement agencies and prosecutorial bodies to pursue criminal charges against Infringing Parties and responsible individuals within those entities, in accordance with applicable criminal statutes.

* ***Rejection of Jurisdictional Evasion:** Any attempt to evade the responsibilities and penalties of this License through claims of jurisdictional limitation or conflict shall be interpreted as a deliberate act of bad faith, demonstrating an intent to remove an individual's fundamental rights to protect their intellectual property and preserve their individuality.

8. Fraudulent Claims

Any individual or entity ('Claimant') who knowingly or negligently makes a false or materially misleading claim of infringement under this License, resulting in financial or other damages to an alleged infringer, shall be solely liable for such damages. The alleged infringer shall have the right to pursue legal action against such Claimant for redress. The creator(s) of this License, their affiliated entities, or any organizations responsible for the administration or promotion of this License, shall bear no liability for such fraudulent claims and shall remain indemnified against any costs, damages, or legal actions arising therefrom. This provision underscores the principle that Good Faith in exercising the rights granted by this License is compliance with trust, and abuse of these provisions will result in direct accountability for the Claimant.