

# TERMS OF SERVICE

## UNPLECKABLE LLC

*Last Updated: January 30, 2026*

Welcome to UNPLECKABLE LLC. These Terms of Service ("Terms") govern your access to and use of our services, including our YouTube channel, website, merchandise, and any other services or content provided by UNPLECKABLE LLC (collectively, the "Services"). By accessing or using our Services, you agree to be bound by these Terms.

### 1. Acceptance of Terms

By accessing or using any part of our Services, you acknowledge that you have read, understood, and agree to be bound by these Terms and our Privacy Policy. If you do not agree to these Terms, you may not access or use our Services.

We reserve the right to modify these Terms at any time. We will provide notice of material changes by posting the updated Terms on our website or through other communications. Your continued use of our Services after such modifications constitutes your acceptance of the updated Terms.

### 2. Eligibility

You must be at least 13 years old to use our Services. If you are under 18 years old, you represent that you have obtained permission from your parent or legal guardian to use our Services. By using our Services, you represent and warrant that you meet these eligibility requirements.

### 3. User Accounts

Some features of our Services may require you to create an account. You agree to:

1. Provide accurate, current, and complete information during registration
2. Maintain and update your information to keep it accurate and current
3. Maintain the security of your account credentials
4. Accept responsibility for all activities that occur under your account

You must notify us immediately of any unauthorized use of your account. We are not liable for any loss or damage arising from your failure to protect your account credentials.

## **4. Use of Services**

### **4.1 License**

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, revocable license to access and use our Services for personal, non-commercial purposes.

### **4.2 Restrictions**

You agree not to:

5. Use our Services for any illegal or unauthorized purpose
6. Violate any applicable laws, regulations, or third-party rights
7. Reproduce, distribute, modify, or create derivative works of our content without permission
8. Use automated systems or software to extract data from our Services ("scraping")
9. Interfere with or disrupt the integrity or performance of our Services
10. Attempt to gain unauthorized access to our Services or systems
11. Impersonate any person or entity or falsely state or misrepresent your affiliation
12. Upload or transmit viruses, malware, or any malicious code
13. Harass, threaten, or harm others through our Services

## **5. Intellectual Property**

### **5.1 Our Content**

All content, features, and functionality of our Services, including but not limited to text, graphics, logos, videos, images, audio clips, software, and design, are owned by UNPLECKABLE LLC or our licensors and are protected by copyright, trademark, and other intellectual property laws.

### **5.2 User Content**

By submitting, posting, or displaying content through our Services ("User Content"), you grant UNPLECKABLE LLC a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, sublicensable, and transferable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such User Content in connection with our Services and business operations.

You represent and warrant that you own or have the necessary rights to grant the licenses in this section, and that your User Content does not violate any third-party rights or applicable laws.

## **5.3 Trademarks**

"UNPLECKABLE" and related logos are trademarks of UNPLECKABLE LLC. You may not use our trademarks without our prior written permission.

## **6. Third-Party Content and Links**

Our Services may contain links to third-party websites, applications, or services that are not owned or controlled by UNPLECKABLE LLC. We have no control over and assume no responsibility for the content, privacy policies, or practices of any third-party sites or services. You acknowledge and agree that we shall not be responsible or liable for any damage or loss caused by your use of any third-party content or services.

## **7. Purchases and Payments**

### **7.1 Merchandise and Products**

We may offer merchandise, digital products, or other items for purchase. All purchases are subject to product availability. We reserve the right to limit quantities, refuse orders, or discontinue products at any time.

### **7.2 Pricing**

All prices are subject to change without notice. We strive to display accurate pricing information, but errors may occur. If we discover a pricing error, we will notify you and give you the option to cancel your order or proceed at the correct price.

### **7.3 Payment**

Payment must be made at the time of purchase using the payment methods we accept. You agree to provide current, complete, and accurate payment information. You authorize us to charge your payment method for the total amount of your purchase.

### **7.4 Refunds and Returns**

Our refund and return policy will be provided at the time of purchase and may vary by product type. Digital products are generally non-refundable unless required by law.

## **8. Disclaimers and Limitation of Liability**

### **8.1 Disclaimer of Warranties**

OUR SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT OUR SERVICES WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE.

## **8.2 Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNPLECKABLE LLC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES RESULTING FROM:

- 14. Your access to or use of or inability to access or use our Services
- 15. Any conduct or content of any third party on our Services
- 16. Unauthorized access, use, or alteration of your transmissions or content

IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL CLAIMS EXCEED THE AMOUNT YOU PAID TO US IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, OR ONE HUNDRED DOLLARS (\$100), WHICHEVER IS GREATER.

## **9. Indemnification**

You agree to indemnify, defend, and hold harmless UNPLECKABLE LLC, its officers, directors, employees, agents, licensors, and suppliers from and against all claims, losses, expenses, damages, and costs, including reasonable attorneys' fees, arising from or relating to your use of our Services, your User Content, your violation of these Terms, or your violation of any rights of another.

## **10. Termination**

We may terminate or suspend your access to our Services immediately, without prior notice or liability, for any reason, including if you breach these Terms. Upon termination, your right to use our Services will immediately cease. All provisions of these Terms that by their nature should survive termination shall survive, including ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

## **11. Dispute Resolution**

### **11.1 Governing Law**

These Terms shall be governed by and construed in accordance with the laws of the State of [STATE], without regard to its conflict of law provisions.

## **11.2 Arbitration**

Any dispute, controversy, or claim arising out of or relating to these Terms or the breach, termination, or validity thereof shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall take place in [CITY, STATE]. The decision of the arbitrator shall be final and binding upon the parties.

## **11.3 Class Action Waiver**

You agree that any arbitration or proceeding shall be limited to the dispute between us and you individually. To the full extent permitted by law, no arbitration or proceeding shall be joined with any other, no dispute shall be arbitrated on a class-action basis, and you waive any right to participate in a class-action lawsuit or class-wide arbitration.

## **12. Privacy**

Your use of our Services is also governed by our Privacy Policy, which is incorporated into these Terms by reference. Please review our Privacy Policy to understand our practices regarding the collection and use of your information.

## **13. Copyright Policy**

We respect the intellectual property rights of others and expect users of our Services to do the same. If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information:

17. A physical or electronic signature of the copyright owner or authorized representative
18. Identification of the copyrighted work claimed to have been infringed
19. Identification of the material that is claimed to be infringing and its location
20. Your contact information, including address, telephone number, and email
21. A statement that you have a good faith belief that the disputed use is not authorized
22. A statement that the information in the notice is accurate and you are authorized to act on behalf of the owner

Copyright Agent contact information: UNPLECKABLE LLC [Address] [Email] [Phone]

## **14. General Provisions**

## **14.1 Entire Agreement**

These Terms, together with our Privacy Policy and any other legal notices published by us, constitute the entire agreement between you and UNPLECKABLE LLC concerning our Services.

## **14.2 Severability**

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

## **14.3 Waiver**

Our failure to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

## **14.4 Assignment**

You may not assign or transfer these Terms without our prior written consent. We may assign or transfer these Terms without restriction.

## **14.5 Force Majeure**

We shall not be liable for any failure or delay in performance due to circumstances beyond our reasonable control, including acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor, or materials.

## **14.6 Contact Information**

If you have any questions about these Terms, please contact us at:

### **UNPLECKABLE LLC**

[Address Line 1]

[Address Line 2]

Email: [contact email]

Phone: [phone number]

**BY USING OUR SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF SERVICE AND AGREE TO BE BOUND BY THEM.**