

Terms and Conditions

Last Updated: 6/1/2025

Welcome to the Beam Squadron website ("we," "our," or "us"). By accessing or using our website and services (the "Site"), you agree to be bound by the following Terms and Conditions. Please read them carefully.

1. Use of Site and Services

By using this Site, you agree that you are at least 18 years old or are accessing the Site under the supervision of a parent or guardian. You agree to use the Site in accordance with these Terms and all applicable laws.

2. Course Video Content

- All course videos are **strictly for streaming only** through our platform.
 - **Downloading, screen recording, saving, redistributing, or reproducing** any portion of the video content is **strictly prohibited**.
 - Violation of these terms may result in:
 - **Immediate account termination** without refund.
 - **Civil legal action**, including but not limited to monetary damages, legal costs, and injunctive relief.
 - **Criminal prosecution** under applicable copyright infringement laws, which may include **finest and/or arrest** depending on jurisdiction.
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3. Digital Art Files

- Digital art files are available for download only to **active paid subscribers**.
 - You may use the files to create physical or digital goods for **commercial sale only while your subscription is active**.
 - **Once your subscription is cancelled**, you **may no longer use** the digital files for any commercial purposes, and any ongoing commercial use of the files must cease immediately.
 - Files marked as **FREE** on the Site may be used for **personal or commercial purposes** and **shared freely** with others, but you **may not sell or redistribute the original files**.
 - **Files purchased individually** (i.e., on a per-file basis) are licensed to you for **perpetual use**, with the same limitations on selling the files themselves. However, you are **permitted to use the files in finished products** for commercial sale (e.g., T-shirts, posters, etc.), as long as you comply with these terms.
 - Unauthorized use, duplication, or distribution of our digital art files may result in:
 - **Immediate termination** of access.
 - **Civil litigation**, including damages and recovery of legal fees.
 - **Criminal investigation and prosecution** under local or international copyright laws, which may lead to **fines and/or arrest** depending on the severity and jurisdiction of the violation.
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4. Account and Subscription

- You must create an account to access paid content.
 - You are responsible for keeping your login credentials confidential.
 - Subscriptions renew automatically unless cancelled prior to the renewal date.
 - Refunds are not provided for unused time or content access after cancellation.
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5. Intellectual Property Rights

- All video content, digital art, images, audio, and text are protected by copyright and other intellectual property laws.
 - You may not copy, reproduce, publish, distribute, transmit, modify, or create derivative works from any material without explicit written consent from Beam Squadron website.
 - Any unauthorized use is considered **willful copyright infringement** and may result in:
 - **Legal claims for statutory or actual damages** (up to \$150,000 per infringement in the U.S.).
 - **Seizure of infringing materials.**
 - **Criminal penalties**, which may include **finest and/or imprisonment**.
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6. Prohibited Conduct

You agree not to:

- Attempt to reverse engineer or tamper with the platform.
 - Circumvent any DRM, security, or restrictions.
 - Use bots, spiders, or automated systems to access or misuse the Site.
 - Infringe on our or others' intellectual property rights.
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7. Privacy Policy

Your privacy is important to us. Please review our Privacy Policy below:

Privacy Policy

- We collect minimal personal information such as name, email, and payment details to provide our services.
 - **We do not sell, rent, or share your personal information** with third parties for marketing purposes.
 - Data is stored securely and is only used to maintain your account, process transactions, and improve user experience.
 - We may use cookies and similar technologies for site functionality and analytics.
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8. Termination

We reserve the right to suspend or terminate your access to the Site at any time, with or without notice, for violating these Terms or for any other reason deemed appropriate.

9. Disclaimer of Warranties

All content is provided "as is" without warranty of any kind. We do not guarantee the accuracy, reliability, or availability of the content.

10. Limitation of Liability

To the maximum extent permitted by law, we are not liable for any indirect, incidental, or consequential damages arising from your use of the Site.

11. Changes to Terms

We may update these Terms and Conditions at any time. We will notify users of significant changes by email or by posting a notice on the Site. Continued use of the Site after changes constitutes acceptance of the new terms.

12. Governing Law

These Terms are governed by and construed in accordance with the laws of the **State of Alabama**, United States, without regard to conflict of law principles.

13. Mandatory Arbitration and Legal Actions

- **Any claim, dispute, or controversy** brought by you (the user) against Beam Squadron website arising from or relating to the use of the Site, content, or services must be submitted to **binding arbitration in Alabama** prior to the initiation of any other legal proceedings.
 - The **cost of arbitration** (including filing fees, arbitrator compensation, and other administrative expenses) shall be **paid entirely by you**, the party initiating the claim.
 - **Initiating legal action without first submitting the claim to arbitration** constitutes a **breach of contract**, and the Beam Squadron website reserves the right to seek immediate dismissal, damages, and recovery of attorney's fees.
 - This arbitration requirement **does not apply** to any **legal action brought by Beam Squadron website** for:
 - Breach of these Terms and Conditions,
 - Unauthorized use of our video content or digital art files,
 - Copyright or intellectual property infringement,
 - Misuse of the platform or violation of applicable law.
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14. Contact Us

If you have any questions or concerns about these Terms or our Privacy Policy, please contact us at:

Email: info@beamsquadron.com

