

1. Acceptance of Terms

By accessing or using the Beam Squadron website ("we," "our," or "us"), including any subscription service, digital file downloads, or course content (collectively, the "Site"), you agree to be bound by these Terms and Conditions ("Terms"). If you do not agree, do not use the Site.

2. Eligibility

You must be at least 18 years old, or using the Site with the consent and supervision of a parent or guardian. By using the Site, you affirm you meet this requirement.

3. Subscription and Payment Terms

All subscriptions, including but not limited to All Access plans, are subject to a **12-month minimum commitment**. You agree to the following: - Subscriptions may be billed monthly or annually, but constitute a full-year contractual obligation. - Early cancellation does **not** void your obligation to pay the full remaining balance. - If you cancel or default, the **full remaining balance becomes immediately due**. - If the outstanding balance is not paid within 15 calendar days, Beam Squadron reserves the right to pursue collections or legal action to recover the amount owed, including attorney fees, court costs, and interest.

For convenience, we may offer installment billing (e.g., monthly payments). This does not change your 12-month contractual obligation.

4. Commercial Use and File Licensing

- Commercial use of digital art files is **only permitted** with an active **All Access Subscription**. - If your subscription ends or is canceled, you must **immediately stop all commercial use** of files downloaded under your subscription. - Individually purchased files (not part of a subscription) are licensed for **perpetual personal and commercial use**, provided you do not sell or redistribute the original files. - Files marked "FREE" may be shared and used commercially or personally, but may not be resold or repackaged as digital assets.

Unauthorized use, duplication, or commercial exploitation may result in account termination and legal action.

5. Video Course Content

All course videos are strictly for streaming only through the Site. - Downloading, recording, screen-capturing, or redistributing video content is prohibited. - Violation may result in account termination, civil damages, and/or criminal prosecution.

6. Intellectual Property

All content on the Site—including videos, files, artwork, logos, and instructional material—is protected by copyright and other intellectual property laws. - You may not copy, resell, modify, or create derivative works without explicit written consent. - Violations may result in statutory damages (up to \$150,000 per infringement), injunctive relief, and seizure of infringing materials.

7. Lifetime Access Definitions

"Lifetime" refers to the operational life of the Beam Squadron platform. It does **not** mean the lifetime of the purchaser. - Lifetime access remains valid as long as the platform exists. - If the platform is discontinued, merged, sold, or transformed, Beam Squadron may revoke access without refund or further obligation. - Legacy lifetime accounts may be retired if continued support becomes commercially impractical.

8. Privacy and Data Use

We collect minimal data (name, email, billing info) to deliver services. - We do not sell or rent personal information. - Data is stored securely and used only for account management, transactions, and support. - Cookies may be used for analytics and functionality.

9. Prohibited Conduct

Users may not: - Attempt to hack, tamper, or reverse-engineer the platform - Circumvent access controls or DRM - Automate scraping or downloads - Violate copyright or misuse others' data

10. Termination of Service

We reserve the right to suspend or terminate your account without refund for violations of these Terms or applicable laws.

11. Disclaimers

All content is provided "as is" without warranty. We do not guarantee uninterrupted access, accuracy, or fitness for any particular purpose.

12. Limitation of Liability

We are not liable for indirect, incidental, or consequential damages. Our total liability shall not exceed the amount paid by you in the previous 12 months.

13. Arbitration and Legal Claims

- All disputes must be submitted to **binding arbitration in the State of Alabama** before any legal action may be taken. - The user shall pay arbitration costs unless otherwise decided. - Exceptions: We may pursue immediate legal remedies for copyright violations, subscription nonpayment, and platform misuse.

14. Changes to These Terms

We may revise these Terms at any time. Updates will be posted, and continued use of the Site constitutes acceptance of the revised Terms.

15. Contact Information

For questions or legal notices: **Email:** info@beamsquadron.com **Website:** www.beamsquadron.com