

DAPEN PUBS LLC

TERMS OF USE

Effective as of September 7, 2026

Welcome to Dapen Pubs LLC. For purposes of this agreement, "Site" refers to our website, accessible at DapenPubs.store. "Services" refers to the digital publishing, digital media, and creative/consulting services we provide, including but not limited to: Kindle Direct Publishing (KDP) cookbook and book publishing; digital stock asset creation and licensing (including for platforms such as Adobe Stock and Creative Fabrica); faceless YouTube content and channel automation services; Udemy and other online course/practice-test publishing; and freelance digital services including website development, graphic design, and voiceover work (collectively, the "Services"). The terms "we," "us," and "our" refer to Dapen Pubs LLC ("Company"). "You" refers to you, as a user of our Site or our Services.

Please review the following Terms of Use carefully. By accessing or using the Site or Services, you signify your agreement to these Terms of Use. If you do not agree to be bound by these Terms of Use in their entirety, you may not access or use the Site or Services.

1. PRIVACY POLICY

We respect your privacy. Please refer to our Privacy Policy, published as a companion document to these Terms of Use, which explains how we collect, use, and disclose information that pertains to your privacy. When you access or use the Site or Services, you signify your agreement to the Privacy Policy as well as these Terms of Use.

2. ABOUT THE SERVICES

Dapen Pubs LLC is a digital publisher and creative services provider. Through the Site, you may browse and purchase digital products (such as published books, courses, and digital assets) and/or engage us for custom freelance work (such as website development, design, or voiceover services). Custom deliverables are governed by the individual agreement, quote, or statement of work entered into with the specific client, in addition to these Terms of Use.

3. ACCOUNT REGISTRATION

If the Site allows you to create an account, you agree to provide accurate information and to keep it up to date. You are responsible for maintaining the confidentiality of your account credentials and for all activity that occurs under your account. You agree to notify us immediately of any unauthorized use of your account. We are not responsible for any liabilities, losses, or damages arising from the unauthorized use of your account.

4. USE RESTRICTIONS

Your permission to use the Site is conditioned on the following restrictions. You agree that you will not:

- access or use the Site or Services for any purpose other than your own personal use, or the legitimate business purpose for which you engaged our Services;

- collect or harvest any personal data of any visitor or user of the Site;
- use the Site or Services for any unlawful purpose or to promote illegal activity;
- attempt to harass, abuse, or harm another person;
- provide false or inaccurate information when purchasing Services or communicating with us;
- interfere with or attempt to interfere with the proper functioning of the Site;
- make any automated use of the Site, or take any action that imposes an unreasonable load on our servers or infrastructure;
- bypass any measures we use to restrict or secure access to the Site;
- attempt to reverse engineer, copy, resell, or redistribute any digital product, course, template, or asset purchased from us, except as expressly permitted by the specific license terms provided with that product; or
- publish or link to malicious content intended to damage or disrupt the Site or any user's device.

5. ONLINE CONTENT DISCLAIMER

We strive to ensure that the information on the Site, including product descriptions, course content, and blog or educational content, is accurate and useful. However, we do not guarantee the accuracy, completeness, or reliability of all content made available through the Site. Any recommendations, guides, or educational materials we provide (including in cookbooks, courses, or stock assets) are for general informational purposes only and should not be treated as professional, medical, financial, or legal advice specific to your situation.

6. LINKS TO OTHER SITES AND THIRD-PARTY PLATFORMS

As part of the Services, we may provide links to third-party websites or platforms ("Third-Party Sites"), including but not limited to Amazon KDP, Adobe Stock, Creative Fabrica, YouTube, and Udemy. These links are provided as a convenience. We have no control over, and are not responsible for, the content, accuracy, policies, or practices of any Third-Party Site. Your use of any Third-Party Site is governed by that site's own terms and policies, not by these Terms of Use, and is at your own risk.

7. INTELLECTUAL PROPERTY

Unless otherwise stated, all original consulting frameworks, digital guides, cookbook content, stock assets, course materials, media layouts, and other original work product created by Dapen Pubs LLC ("Company Content") remain the intellectual property of Dapen Pubs LLC. Company Content is licensed, not sold, to you upon purchase, subject to the specific license terms provided with that product (for example, a personal-use license for a course, or a standard/extended license for a stock asset). No ownership or intellectual property rights are transferred to you except as expressly stated in writing, including via a signed B2B creative contract for custom freelance work.

Other product and company names mentioned on the Site (including third-party platform names such as Amazon KDP, Adobe Stock, Creative Fabrica, YouTube, and Udemy) may be trademarks of their respective owners. We claim no affiliation with these platforms beyond publishing or offering products through them where applicable.

8. COPYRIGHT COMPLAINTS

We respect the intellectual property rights of others. If you believe that any material on the Site infringes your copyright, you may submit a notice pursuant to the Digital Millennium Copyright Act (17 U.S.C. § 512) to our designated contact at info@dapenpubs.store, including: (a) a description of the copyrighted work claimed to be infringed; (b) a description of and location of the allegedly infringing material; (c) your contact information; (d) a statement of good-faith belief that the use is unauthorized; and (e) a statement, under penalty of perjury, that the information is accurate and that you are authorized to act on behalf of the copyright owner.

9. ELECTRONIC COMMUNICATIONS

For contractual purposes, you consent to receive communications from us electronically via the email address you provide, and agree that such electronic communications satisfy any legal requirement that they be in writing. We may also use your email to send you information about the Site, new products, or special offers; you may opt out at any time using the unsubscribe link in any such message, or by emailing info@dapenpubs.store. Opting out may prevent you from receiving order or service updates.

10. WARRANTY DISCLAIMER

THE SITE AND SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WE EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT ACCESS TO THE SITE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF WARRANTY, SO THIS PROVISION MAY NOT APPLY TO YOU.

11. LIMITATION OF LIABILITY

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL DAPEN PUBLS LLC, ITS AFFILIATES, OFFICERS, OR EMPLOYEES BE LIABLE TO YOU FOR ANY LOSS OF PROFITS, USE, OR DATA, OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING FROM YOUR USE OF OR INABILITY TO USE THE SITE OR SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT SUCH LIMITATIONS, SO THIS PROVISION MAY NOT APPLY TO YOU.

12. MODIFICATION OF TERMS

We may amend these Terms of Use at any time. It is your responsibility to check the Site periodically for changes. Your continued use of the Site or Services after changes are posted constitutes your agreement to the revised terms. We will endeavor to notify you of material changes by posting a notice on the Site and/or emailing the address associated with your account or order.

13. TERMINATION

We reserve the right to suspend or terminate your access to the Site or Services, with or without notice, if we believe you have violated these Terms of Use or engaged in unlawful, harmful, or abusive conduct. Provisions of these Terms that by their nature should survive termination (including Intellectual Property, Warranty Disclaimer, and Limitation of Liability) will survive.

14. GENERAL TERMS

If any part of these Terms of Use is held invalid or unenforceable, that portion will be construed to be consistent with applicable law, and the remaining portions will remain in full force and effect. Our failure to enforce any provision will not be considered a waiver of our right to do so later.

You agree that any cause of action related to or arising out of your relationship with the Company must commence within ONE (1) year after the cause of action accrues, or be permanently barred.

These Terms of Use are governed by the federal laws of the United States and the laws of the State of New Mexico, without regard to conflict of law principles. Any legal actions, billing claims, or disputes arising from these Terms shall be governed exclusively by the laws of the State of New Mexico.

We may assign or delegate these Terms of Use, in whole or in part, to any person or entity at any time. You may not assign or delegate any rights or obligations under these Terms without our prior written consent.

15. CONTACT

If you have questions about these Terms of Use, please contact us at info@dapenpubs.store.

YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE, UNDERSTAND THEM, AND AGREE TO BE BOUND BY THEM. THESE TERMS OF USE, TOGETHER WITH OUR PRIVACY POLICY (A COMPANION DOCUMENT), REPRESENT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND DAPEN PUBS LLC AND SUPERSEDE ANY PRIOR PROPOSAL OR AGREEMENT, ORAL OR WRITTEN.