

LEGAL · 27 SECTIONS

Terms and Conditions

License and Nondistribution Agreement for The CEO
Operating System

EFFECTIVE DATE

31 August 2026

LICENSOR

Irgen Kini, trading as
Irgen Kini PF

NUIS

M12018003Q

CONTACT

ask@irgenkini.com

WEBSITE

irgenkini.com

This Agreement (the "Agreement" or these "Terms") governs your purchase, access, and use of The CEO Operating System (the "Product"), a digital bundle of documents, frameworks, templates, and related materials created and owned by Irgen Kini, trading as Irgen Kini PF, a sole proprietorship registered in Albania, with registered address at Njesia Bashkiake nr.5, Rruga Frang Bardhi, Godina Kristal Center, Kati i Dyte 1016, Tirane, Shqiperi (the "Author" or "Licensor"), operating under the irgenkini.com brand.

CONTENTS

01	Acceptance of Terms
02	Definitions
03	Eligibility
04	Grant of License
05	Generated Output Belongs to You
06	Licensor's Representations and Warranties
07	Intellectual Property Ownership
08	Restrictions on Use, Prohibited Conduct
09	Enforcement and Monitoring
10	Access and Delivery
11	Payment
12	Refund Policy and Right of Withdrawal
13	Updates and Modifications to the Product
14	No Professional Advice, No Guarantee of Results
15	Disclaimer of Warranties; AI Generated Content
16	Limitation of Liability
17	Remedies
18	Indemnification
19	Third Party Trademarks, No Affiliation with Anthropic or Claude

20	Platform Dependency
21	Confidentiality
22	Term and Termination
23	Governing Law and Dispute Resolution
24	Notices
25	General Provisions
26	Contact
27	Acknowledgment

01 Acceptance of Terms

By purchasing, downloading, accessing, or otherwise using any part of the Product, you ("Customer," "Licensee," "User," or "you") agree to be bound by these Terms. If you do not agree to these Terms in full, you must not purchase, download, access, or use the Product.

Access to the Product is conditioned on your affirmative acceptance of these Terms, for example by checking an "I have read and agree to the Terms and Conditions" box or an equivalent action, before access is granted. Continued access to or use of the Product after any change to these Terms is your acceptance of the changed Terms.

02 Definitions

PRODUCT, OR MATERIALS

means, collectively: the course document or documents included in The CEO Operating System; any Claude Skills, SKILL.md files, scripts, reference documents, or packaged .skill files included in the bundle, to the extent any are included; any templates, worksheets, guides, or checklists provided as part of the bundle; and any future updates, additions, or bonus content the Author provides as part of the same purchase, provided that the Author has no obligation to provide any such update, addition, or bonus content more than twelve months after your purchase date, unless the parties agree otherwise in writing.

GENERATED OUTPUT

means any document or material you create through use of any generative template, prompt, or Skill included in the Product, populated with your own business information.

LICENSEE'S ORGANIZATION

means the single individual, legal entity, or sole proprietorship that completes the purchase, together with its employees and contractors acting within the scope of their engagement with that entity. It does not include any parent company, subsidiary, or other affiliated entity, unless that entity separately purchases its own license.

CONSUMER

means a natural person acting for purposes outside that person's trade, business, craft, or profession, within the meaning of Albanian Law No. 9902, dated 17.4.2008, On Consumer Protection, as amended, and any equivalent consumer protection law that applies to you in your own country of residence.

AUTHOR, OR LICENSOR

means Irgen Kini, trading as Irgen Kini PF, a sole proprietorship registered in Albania under NUIS M12018003Q, with registered address at Njesia Bashkiake nr.5, Rruga Frang Bardhi, Godina Kristal Center, Kati i Dyte 1016, Tirane, Shqiperi, operating under the irgenkini.com brand.

PLATFORM

means any website, payment processor, or delivery tool, including irgenkini.com and any third party checkout or file delivery service, used to sell or deliver the Product.

THIRD PARTY MARKS

means Claude, Anthropic, and any other trademark, trade name, or logo of a third party that may appear or be referenced in the Product, all of which remain the property of their respective owners.

03 Eligibility

You must be at least 18 years old, or the age of majority in your jurisdiction, and have the legal capacity to enter a binding contract. By accepting these Terms, you confirm that you meet these requirements. If you are purchasing on behalf of a company or organization, you confirm that you have authority to bind that entity, and "you" then refers to both you individually and that entity.

04 Grant of License

- 4.1 **License, not sale.** The Product is licensed, not sold. Your purchase grants Licensee's Organization a personal, nonexclusive, nontransferable, revocable license to use the Product for the business purposes of Licensee's Organization, including generating an unlimited amount of Generated Output for Licensee's Organization and its own clients.
- 4.2 **Permitted use.** You may download and store the Product on devices you own or control, print copies for your own internal reference, and adapt or fill in templates for your own internal use within Licensee's Organization.
- 4.3 **Scope of license.** The license is granted only to Licensee's Organization as defined in Section 2. It does not extend to any other individual, company, or organization, unless a separate license is expressly purchased for that organization.
- 4.4 **No sublicense, no ownership transfer.** You may not sublicense the rights granted under this Agreement. Nothing in this Agreement transfers ownership of the Product, including any copyright, trademark, trade secret, or other intellectual property right, to you. The Author retains all right, title, and interest in and to the Product.

05 Generated Output Belongs to You

Nothing in Section 8 restricts your use of Generated Output. Documents you create through the Product for your own business, and share with your own clients, employees, or contractors in the ordinary course of business, are not treated as distribution of the Product and are expressly permitted. You own the specific Generated Output you create.

When sharing or marketing Generated Output, you must not state or imply that the Product or the Generated Output is endorsed, certified, reviewed, or approved by Anthropic PBC or any other third party referenced in the Product.

06 Licensor's Representations and Warranties

The Author represents and warrants that the Author owns or has obtained all rights, licenses, and permissions necessary to license the Product as set out in this Agreement, that the Author is a validly registered sole proprietorship under the laws of Albania, and that entering into and performing this Agreement does not conflict with any other agreement or obligation binding on

the Author.

07 Intellectual Property Ownership

The Product, including its text, structure, organization, frameworks, and design, is an original work of authorship protected by copyright law, including the Berne Convention for the Protection of Literary and Artistic Works, Albanian Law No. 35/2016 On Copyright and Related Rights, the U.S. Copyright Act (17 U.S.C. § 101 et seq.), the EU Copyright Directive (2019/790), and equivalent laws in other jurisdictions.

All right, title, and interest in the Product, including all copyrights, trademarks, trade names, trade secrets, and other intellectual property rights, are and remain the sole and exclusive property of the Author.

Nothing in these Terms grants, by implication, estoppel, or otherwise, any license or right to use the Author's name, likeness, trademarks, or brand assets, except as expressly authorized in writing.

08 Restrictions on Use, Prohibited Conduct

You agree that you will not, and will not permit, enable, or assist any third party to:

-
- 01 Copy, reproduce, distribute, publish, upload, post, transmit, or otherwise make available the Product, in whole or in part, to any third party, whether for payment or free of charge;
 - 02 Resell, rent, lease, sublicense, or otherwise transfer the Product or any rights granted under this Agreement;
 - 03 Share login credentials, files, or download links to the Product with any person or entity outside Licensee's Organization;
 - 04 Remove, obscure, or alter any copyright, trademark, or proprietary notice contained in the Product;
-

- 05 Use the Product to build or distribute a competing product or service intended for resale or public distribution;
 - 06 Use the Product, including any Skill files or underlying scripts, to train, fine tune, or benchmark any artificial intelligence model or system;
 - 07 Claim authorship of, or represent yourself as the creator or owner of, the Product or any portion of it;
 - 08 Circumvent, disable, or interfere with any access control, licensing, or security feature of the Product or its delivery Platform; or
 - 09 Use the Product for any unlawful purpose or in violation of applicable local, national, or international law.
-
- 8.1 **Consequences of breach.** Any breach of this Section 8 is a material breach of this Agreement and may result in immediate termination of your license without refund, and may expose you to civil and, or criminal liability, including claims for copyright infringement, statutory damages, injunctive relief, and recovery of attorneys' fees and costs to the fullest extent permitted by applicable law, including, in the United States, under the Digital Millennium Copyright Act, 17 U.S.C. § 512, and in Albania, under Law No. 35/2016 On Copyright and Related Rights.
-

09 Enforcement and Monitoring

The Author reserves the right to embed identifying information, such as purchaser specific metadata, digital watermarks, or unique file identifiers, within copies of the Product to trace unauthorized distribution. The Author reserves the right to monitor public channels for unauthorized distribution of the Product and to pursue all available legal remedies, including takedown notices under the DMCA or equivalent legislation, against any person or platform found distributing the Product without authorization.

10 Access and Delivery

- 10.1 Upon successful payment and acceptance of these Terms, you will be granted access to the Product through the delivery method specified at checkout, for example a download link, private portal, or shared file.
- 10.2 The Author will make reasonable efforts to ensure timely delivery, but is not responsible for delays caused by third party payment processors, hosting providers, internet disruptions, or an error on your part, such as an incorrect email address.
- 10.3 The Author reserves the right to require reasonable technical measures, such as individual, non shared access links, to protect the Product, and may suspend or revoke access where there is a reasonable, good faith belief that these Terms have been violated.

11 Payment

All prices are listed in the currency shown at checkout and are due in full at the time of purchase, unless an installment plan is expressly offered and agreed to. You are responsible for any taxes, duties, or currency conversion fees associated with your purchase. The Author may change prices for future purchases at any time without notice; such changes do not affect purchases already completed.

12 Refund Policy and Right of Withdrawal

- 12.1 Because the Product is digital content delivered immediately upon purchase, all sales are final and not refundable, except where required by applicable law or as otherwise stated at the point of sale.
- 12.2 Where you qualify as a Consumer, you acknowledge that the Product is digital content not supplied on a tangible medium. You expressly request that performance begin, and that access to or download of the Product be provided, before expiry of the withdrawal period that would otherwise apply under Albanian Law No. 9902, dated 17.4.2008, On Consumer Protection, or any equivalent law that applies to you in your own country of residence, such as the EU Consumer Rights Directive 2011/83/EU where you reside in the European Union. You acknowledge that, by doing so, and to the extent permitted by that law, you lose the right of withdrawal once such performance has begun.

- 12.3 Where you are acting for purposes relating to your trade, business, craft, or profession, Section 12.2 does not apply to you.
 - 12.4 Nothing in this Section 12 limits any statutory right that applicable law does not allow you to waive.
-

13 Updates and Modifications to the Product

The Author may, at its own discretion, update, revise, expand, or modify the Product's content from time to time. Unless expressly stated otherwise at the time of purchase, purchasers of the current version are entitled to receive such updates at no additional cost for the period stated in Section 2's definition of Product. The Author does not guarantee that any particular feature, template, or section will remain unchanged or available indefinitely.

14 No Professional Advice, No Guarantee of Results

- 14.1 The Product is provided for informational and educational purposes only. It reflects the Author's own frameworks, opinions, and business experience, and does not constitute legal, financial, tax, investment, accounting, or other professional advice. No advisor client, fiduciary, or similar relationship is created between you and the Author by your purchase or use of the Product.
- 14.2 You are solely responsible for evaluating the suitability, accuracy, and applicability of the Product's content to your own business, and for any decisions or actions you take based on it. Business, financial, and strategic outcomes depend on many factors outside the Author's control, and the Author makes no guarantee, warranty, or representation regarding specific results, revenue, or performance.
- 14.3 Where you separately purchase direct consultancy, coaching, or advisory services from the Author, for example through ask@irgenkini.com, that engagement, if any, is governed by a separate agreement and is not covered by these Terms.

15 Disclaimer of Warranties; AI Generated Content

The Product, including all Generated Output, is provided as is and as available, without warranties of any kind, whether express, implied, or statutory, including implied warranties of merchantability, fitness for a particular purpose, title, and noninfringement, to the fullest extent permitted by applicable law. The Product reflects the Author's own business experience and is provided for informational and operational purposes only. The Author does not warrant that the Product is suitable for your specific circumstances, or that it will be error free, uninterrupted, or meet your specific requirements.

To the extent the Product includes Skills, prompts, or other components that rely on artificial intelligence, you acknowledge that these may produce output that is inaccurate, incomplete, or unsuitable for your specific circumstances, including output sometimes referred to as hallucinations. You are solely responsible for independently reviewing, and, where appropriate, having qualified legal counsel review, any Generated Output before relying on it or sharing it with any third party.

16 Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE AUTHOR SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR BUSINESS OPPORTUNITY, ARISING OUT OF OR RELATING TO YOUR PURCHASE OR USE OF THE PRODUCT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AUTHOR'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PRODUCT SHALL NOT EXCEED THE AMOUNT YOU ACTUALLY PAID FOR THE PRODUCT. NOTHING IN THESE TERMS EXCLUDES OR LIMITS LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, INCLUDING LIABILITY FOR FRAUD OR GROSS NEGLIGENCE WHERE APPLICABLE.

17 Remedies

You acknowledge that unauthorized distribution of the Product causes harm to the Author that monetary damages alone may not adequately compensate. The Author reserves the right to pursue all available legal remedies for any breach of this Agreement, including injunctive relief, monetary damages, and recovery of reasonable legal costs, in addition to any other remedy available at law or in equity.

18 Indemnification

You agree to indemnify, defend, and hold harmless the Author, and the Author's affiliates, employees, and agents, from and against any claims, damages, liabilities, and reasonable legal costs, including reasonable attorneys' fees, arising out of or related to: your breach of this Agreement, including any unauthorized reproduction, distribution, or resale of the Product; your misuse of the Product or Generated Output; your violation of any applicable law or third party right; or any claim brought by your own client or another third party arising from Generated Output you shared.

19 Third Party Trademarks, No Affiliation with Anthropic or Claude

- 19.1 The Product may reference, discuss, or have been developed with the assistance of third party tools, platforms, or artificial intelligence systems, including but not limited to Anthropic PBC's Claude AI assistant, and to the extent the Product includes Skills designed for use with Claude, those Third Party Marks are used solely to describe technical compatibility and functionality.
- 19.2 The Author, The CEO Operating System, and irgenkini.com are independently owned and operated and are NOT affiliated with, endorsed by, sponsored by, certified by, or otherwise officially connected with Anthropic, PBC, Claude, OpenAI, ChatGPT, Google, Microsoft, Notion Labs, or any other third party company, product, or trademark referenced in or used in connection with the Product, unless expressly and separately stated in writing by that company.
- 19.3 All trademarks, service marks, trade names, and logos referenced in the Product, including Claude and Anthropic, are the property of their respective owners. Any such references are for descriptive, illustrative, or informational purposes only and do not imply any endorsement, sponsorship, partnership, or business relationship between the Author and the trademark owner.
- 19.4 The Author's use of any third party AI tool in producing the Product is governed solely by the Author's own agreement with that provider and creates no rights, warranties, or relationship between you and that provider. The Product does not redistribute or repackage any proprietary model output, source code, or copyrighted material belonging to a third party AI provider in a manner inconsistent with that provider's own terms of service.

20 Platform Dependency

To the extent the Product includes Skills, prompts, or components designed for use with the Claude platform operated by Anthropic PBC, you acknowledge that the Author does not control, and makes no representation or warranty regarding, the continued availability, functionality, or compatibility of that platform, its application programming interfaces, or the Skill file format. The Author has no liability for any loss of functionality of the Product resulting from changes made by Anthropic PBC or any other third party platform provider.

21 Confidentiality

Certain content within the Product may be marked, or reasonably understood, as proprietary or confidential. You agree to treat such content with the same degree of care you use to protect your own confidential information, and in no event with less than reasonable care, and to use it only as permitted under Section 4.

22 Term and Termination

- 22.1 This Agreement and the license it grants remain in effect until terminated.
- 22.2 The Author may terminate this Agreement immediately, without refund, upon any breach of Section 8. Once this Agreement is terminated, you must stop using the Product and delete all copies in your possession.
- 22.3 You may terminate this Agreement at any time by written notice to the Author. Except as required by applicable law, including Section 12, no refund is due upon termination by you.
- 22.4 Sections 5 through 9, 12, 14 through 21, and 23 through 27 survive termination of this Agreement.

23 Governing Law and Dispute Resolution

- 23.1 This Agreement is governed by the laws of Albania, without regard to its conflict of law principles, except to the extent that mandatory consumer protection laws of your country of residence provide otherwise and cannot be waived by agreement.
- 23.2 The parties will first try, in good faith, to resolve any dispute arising out of or relating to this Agreement informally, by contacting ask@irgenkini.com. If a dispute is not resolved informally within thirty days, it will be subject to the exclusive jurisdiction of the competent courts of Tirana, Albania, without prejudice to any mandatory consumer protection rule that grants you, where you are acting as a Consumer, the right to bring proceedings before the courts of your own place of residence.
-

24 Notices

Any notice required or permitted under this Agreement must be in writing and delivered by email to ask@irgenkini.com, or to the email address you provided at checkout, and is treated as received on the date of confirmed delivery.

25 General Provisions

- 25.1 **Entire agreement.** This Agreement, together with any order confirmation and the Author's Privacy Policy, is the entire agreement between you and the Author regarding the Product and supersedes all prior agreements and understandings, whether written or oral.
- 25.2 **Severability.** If any provision of this Agreement is found unenforceable, that provision will be limited or removed to the minimum extent necessary, and the remaining provisions will remain in full force and effect.
- 25.3 **No waiver.** The Author's failure to enforce any right or provision of this Agreement is not a waiver of that right or provision.
- 25.4 **Assignment.** You may not assign or transfer this Agreement, or any rights granted under it, without the Author's prior written consent. The Author may assign this Agreement freely in connection with a merger, acquisition, or sale of assets relating to the Product, on written notice to you.

- 25.5 **Force majeure.** The Author is not liable for any failure or delay in performance resulting from causes beyond its reasonable control.
- 25.6 **Changes to these Terms.** The Author may update these Terms from time to time. The current version will be posted at irgenkini.com/terms, with the Effective Date updated accordingly. Where feasible, material changes will be sent to past purchasers by email.
- 25.7 **Privacy.** Your personal data is processed under the Author's Privacy Policy, available at irgenkini.com/privacy.
- 25.8 **Language.** This Agreement is written in English. If it is translated into Albanian or any other language for convenience, the English version governs in the event of any inconsistency.
-

26 Contact

Questions about these Terms, licensing, or requests for permission beyond the scope of this license, for example team licenses, bulk licensing, or partnership inquiries, should go to Irgen Kini, trading as Irgen Kini PF. Email ask@irgenkini.com. Website irgenkini.com.

27 Acknowledgment

BY CLICKING "I AGREE," COMPLETING PAYMENT, OR ACCESSING THE PRODUCT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS IN THEIR ENTIRETY.

These Terms were last updated on 31 August 2026. The current version always lives at irgenkini.com/terms.