



Effective Date: December 27, 2025

Last Updated: December 27, 2025

ARTICLE I: DEFINITIONS AND INTERPRETATION

Section 1.1 - Definitions

For purposes of these Terms of Use, the following definitions shall apply:

- "Studio," "We," "Us," "Our" refers to Eyden Studio, the creative portfolio and umbrella brand of Eyden Villarreal.
- "Site" refers to eyden.org and all associated domains, subdomains, and digital properties operated under the Eyden Studio name.
- "Projects" refers to all initiatives operating under the Eyden Studio umbrella, including but not limited to: Eyden Villarreal & Co., Youth Reach, and the Youth-led Blog.
- "User," "You," "Your" refers to any individual accessing or using the Site or engaging with Studio content.
- "Content" refers to all text, images, graphics, designs, code, software, audio, video, and other materials available through the Site.
- "Services" refers to all offerings provided by the Studio, including but not limited to newsletters, volunteer opportunities, submission portals, and collaborative programs.

Section 1.2 - Interpretation

These Terms constitute a binding agreement between You and Eyden Studio. By accessing or using the Site, You acknowledge that You have read, understood, and agree to be bound by these Terms in their entirety.

ARTICLE II: ENTITY DISCLAIMER

Section 2.1 - Non-Business Status

Eyden Studio is not a formal organization, business, or registered entity. It represents the personal creative portfolio of Eyden Villarreal, a student, and serves as the credit name for independent projects, writings, designs, and other creative works. References to "we," "our," or "the studio" are for branding purposes only and do not indicate a legal entity. All rights reserved.

Section 2.2 - Student-Led Operations

All Studio operations are student-led. Communications and activities are conducted by or under the supervision of an individual under eighteen (18) years of age. All communications are monitored for safety and compliance purposes.

ARTICLE III: ACCEPTANCE AND MODIFICATIONS

Section 3.1 - Agreement to Terms

Your access to and use of the Site constitutes Your acceptance of these Terms. If You do not agree to these Terms, You must immediately cease all use of the Site.

Section 3.2 - Modifications

The Studio reserves the right to modify, amend, or update these Terms at any time without prior notice. Modifications shall become effective immediately upon posting to the Site. Your continued use of the Site following any such modification constitutes Your acceptance of the modified Terms. It is Your responsibility to review these Terms periodically.

Section 3.3 - Additional Terms

Certain Services may be subject to additional terms and conditions. Where such additional terms exist, they shall be presented to You prior to Your use of the relevant Service and shall be incorporated into these Terms by reference.

ARTICLE IV: ELIGIBILITY AND AGE REQUIREMENTS

Section 4.1 - Minimum Age

Users must be at least thirteen (13) years of age to access the Site or use any Services. By using the Site, You represent and warrant that You meet this age requirement.

Section 4.2 - Parental Consent for Minors

If You are between the ages of thirteen (13) and seventeen (17), You represent that You have obtained permission from a parent or legal guardian to use the Site and agree to these Terms.

Section 4.3 - Parental Supervision

Parents and legal guardians are responsible for supervising the online activities of minors under their care. The Studio assumes no responsibility for minors' use of the Site without appropriate parental supervision.

ARTICLE V: USER CONDUCT

Section 5.1 - Prohibited Activities

You agree not to engage in any of the following prohibited activities:

1. Violating any applicable local, state, national, or international law or regulation;
2. Infringing upon or violating the intellectual property rights of the Studio or any third party;
3. Transmitting any material that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, or otherwise objectionable;
4. Impersonating any person or entity, or falsely stating or otherwise misrepresenting Your affiliation with any person or entity;
5. Attempting to gain unauthorized access to any portion of the Site or any systems or networks connected to the Site;
6. Interfering with or disrupting the Site or servers or networks connected to the Site;
7. Using any automated system, including but not limited to "robots," "spiders," or "offline readers," to access the Site in a manner that sends more request messages to the Site than a human could reasonably produce in the same period;
8. Collecting or harvesting any personally identifiable information from the Site without express consent;
9. Using the Site for any commercial purpose without express written authorization from the Studio.

Section 5.2 - Enforcement

The Studio reserves the right, but not the obligation, to monitor User conduct and Content. The Studio may investigate any reported violation of these Terms and take appropriate action, including but not limited to removing Content, suspending or terminating User access, and reporting violations to law enforcement authorities.

ARTICLE VI: INTELLECTUAL PROPERTY RIGHTS

Section 6.1 - Ownership

All Content on the Site, including but not limited to text, graphics, logos, images, audio clips, video clips, digital downloads, data compilations, and software, is the property of Eyden Villarreal or its content suppliers and is protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property laws.

Section 6.2 - Limited License

Subject to Your compliance with these Terms, the Studio grants You a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Site for personal, non-commercial purposes only.

Section 6.3 - Restrictions

You may not:

1. Reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any Content from the Site, except as expressly permitted;
2. Remove or modify any copyright, trademark, or other proprietary notices from Content;
3. Use Content for any commercial purpose or for any public display without express written permission from the Studio.

ARTICLE VII: USER SUBMISSIONS

Section 7.1 - Submission of Content

The Site may provide opportunities for You to submit Content, including but not limited to written works, artwork, photographs, videos, and other creative materials. All submissions are governed by the Studio's Content Submission Policy, which is incorporated herein by reference.

Section 7.2 - Rights in Submissions

By submitting Content to the Studio, You grant the Studio certain rights as specified in the Content Submission Policy. You represent and warrant that You own or have the necessary rights to submit such Content.

ARTICLE VIII: THIRD-PARTY LINKS AND CONTENT

Section 8.1 - Third-Party Links

The Site may contain links to third-party websites, services, or resources. These links are provided for Your convenience only. The Studio has no control over and assumes no responsibility for the content, privacy policies, or practices of any third-party websites or services.

Section 8.2 - No Endorsement

The inclusion of any link does not imply endorsement by the Studio of the linked site, its operator, or its content. You access third-party websites at Your own risk.

ARTICLE IX: DISCLAIMERS AND LIMITATION OF LIABILITY

Section 9.1 - "As-Is" Provision

THE SITE AND ALL CONTENT AND SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

Section 9.2 - No Warranty of Accuracy

The Studio makes no warranty that:

1. The Site will meet Your requirements;
2. The Site will be uninterrupted, timely, secure, or error-free;
3. The results obtained from use of the Site will be accurate or reliable;
4. The quality of any Content, products, services, information, or other material obtained through the Site will meet Your expectations.

Section 9.3 - Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EYDEN VILLARREAL, EYDEN STUDIO, OR ANY AFFILIATED PROJECTS 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:

1. Your access to or use of or inability to access or use the Site;
2. Any conduct or content of any third party on the Site;
3. Any Content obtained from the Site;
4. Unauthorized access, use, or alteration of Your transmissions or Content.

Section 9.4 - Student Status Limitation

Given the student-led nature of the Studio, You acknowledge and agree that the Studio operates with limited resources and organizational structure. You agree to hold harmless Eyden Villarreal from any claims arising from the non-commercial, educational nature of Studio operations.

ARTICLE X: INDEMNIFICATION

You agree to defend, indemnify, and hold harmless Eyden Villarreal, Eyden Studio, and all affiliated Projects from and against any and all claims, damages, obligations, losses, liabilities, costs, and expenses (including but not limited to attorney's fees) arising from:

1. Your use of and access to the Site;
2. Your violation of these Terms;
3. Your violation of any third-party right, including without limitation any copyright, property, or privacy right;
4. Any claim that Your submitted Content caused damage to a third party.

ARTICLE XI: PRIVACY AND DATA PROTECTION

Section 11.1 - Privacy Policy

Your use of the Site is also governed by the Studio's Privacy Policy, which is incorporated herein by reference. Please review the Privacy Policy to understand the Studio's practices regarding the collection, use, and disclosure of Your information.

Section 11.2 - Data Collection

By using the Site, You consent to the collection and use of Your information as described in the Privacy Policy.

ARTICLE XII: TERMINATION

Section 12.1 - Termination by Studio

The Studio reserves the right to terminate or suspend Your access to the Site, in whole or in part, at any time, with or without cause, with or without notice, effective immediately.

Section 12.2 - Effect of Termination

Upon termination, Your right to use the Site will immediately cease. All provisions of these Terms which by their nature should survive termination shall survive, including but not limited to ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

Section 12.3 - Termination by User

You may terminate Your relationship with the Studio at any time by ceasing all use of the Site and, if applicable, closing any accounts You may have.

ARTICLE XIII: GOVERNING LAW AND JURISDICTION

Section 13.1 - Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America, without regard to conflict of law principles.

Section 13.2 - Jurisdiction

You agree to submit to the personal and exclusive jurisdiction of the courts located within Cameron County, Texas, for the resolution of any disputes arising out of or relating to these Terms or Your use of the Site.

Section 13.3 - Waiver of Jury Trial

To the extent permitted by law, You waive any right to a jury trial in any proceeding arising out of or relating to these Terms.

ARTICLE XIV: DISPUTE RESOLUTION

Section 14.1 - Informal Resolution

In the event of any dispute, claim, or controversy arising out of or relating to these Terms, the parties agree to first attempt to resolve the matter through good-faith informal negotiation.

Section 14.2 - Notice of Dispute

You agree to provide written notice of any dispute to the Studio at the contact information provided in Article XVI. The notice must include a description of the dispute, the relief sought, and Your contact information.

ARTICLE XV: GENERAL PROVISIONS

Section 15.1 - Entire Agreement

These Terms, together with the Privacy Policy and any other legal notices or additional terms published by the Studio on the Site, constitute the entire agreement between You and the Studio concerning Your use of the Site.

Section 15.2 - Severability

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

Section 15.3 - Waiver

No waiver of any provision of these Terms shall be deemed a further or continuing waiver of such provision or any other provision, and the Studio's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

Section 15.4 - Assignment

You may not assign or transfer these Terms or Your rights hereunder, in whole or in part, by operation of law or otherwise, without the Studio's prior written consent. The Studio may assign these Terms at any time without notice or consent.

Section 15.5 - Headings

The headings and section titles in these Terms are for convenience only and have no legal or contractual effect.

Section 15.6 - Force Majeure

The Studio shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond the Studio's reasonable control.

ARTICLE XVI: CONTACT INFORMATION

For questions, concerns, or notices regarding these Terms, please contact:

Eyden Studio
Legal Department
5715 Houston Rd
Brownsville, Texas 78521
United States of America

Email: legal@eyden.org
Telephone: +1 (346) 613-0833

Notice: *The above address is a residential address provided solely for legal compliance and official correspondence. In-person visits are not permitted. Unauthorized visits or trespassing will be reported to law enforcement.*

ARTICLE XVII: ACKNOWLEDGMENT

BY USING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE, UNDERSTAND THEM, AND AGREE TO BE BOUND BY THEM. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT ACCESS OR USE THE SITE.

Entity Disclaimer:

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*Document Reference: EYDEN-TOU-2025
Maintained at: eyden.org/legal*