



## DIGITAL AGREEMENT

This Agreement ("Agreement") is made effective by and between Nicola Marrison Creative (the "Business"), and purchaser of the digital product (hereafter "Client"), for the purpose of Client purchasing a digital product from Site's online shop (the "Product"). Client agrees to the terms and conditions below by checking the box in the online shopping cart checkout or by submitting payment for the Product.

### **DIGITAL PRODUCT USAGE**

After purchasing the digital product, Client will be given access to the product materials in within [48 hours] through a download delivered via email. Client will have lifetime updates to the materials so long as the product(s) is/are available.

The business hereby grants to Client one (1) exclusive, non-sublicensable, non-transferable, license to use the Product. Client understands and agrees that the Product materials may not be shared with any third party. In the event the Business suspects that the Product is being shared with another party, the Business reserves the right to immediately terminate Client's access to the Product.

Client may use the Product for own personal use and business use and may modify the language as sees fit. Client is not obligated to tag, share, or give credit to the business for the copy in the Product.

### **FEES AND PAYMENT PROCESSING**

In consideration for access to the Product provided by the Business, Client agrees to compensate the fee indicated on the online shopping cart. If any payment methods are declined by the online payment processor, Client shall provide a new eligible payment method before receiving access to the Product. In the event Client has already been given access to the Product and a payment method is declined, the Business reserves the right to collect any outstanding receivables.

### **Refund Policy**

Due to the nature of digital products being immediately accessible upon purchasing, no refunds of any fees or other amounts paid by Client in connection with the Product will be allowed under any circumstances.

### **Personal Information**

By purchasing the Product, Client will be asked to provide personal information including name, email address, mailing and billing address. Client agrees to allow the Business access to this personal information for all lawful purposes. Full details are available in the [Privacy Policy](#).

### **COPYRIGHT**

Unless otherwise specified, Client shall retain all ownership, title, and interest in all Materials delivered under this Agreement. All subject matter created as part of the Materials shall be



considered works made for hire or purchase and Client shall own all copyrights. To the extent that any rights in the Materials vest initially with the Business for any reason, the business hereby irrevocably assigns and quitclaims any such rights to Client. Notwithstanding Sec. 5.1.4, the Business hereby grants to Client a nonexclusive, royalty-free, non-transferable, worldwide right and license to use, reproduce, modify, and distribute any Pre-existing Works incorporated into the Materials in connection with Client's use of the Materials. Rights and license shall include, but is not limited to, rights to modify any Pre-existing Works to adapt or incorporate the Pre-existing Works into the Materials and to modify the Pre-existing Works to correct errors, add features or functionality to the Materials, and to make the Materials compatible with other hardware or software

### **WARRANTIES AND LIABILITIES**

The Business makes every effort to ensure that the Product is accurate and fit for the use of its customers. However, the Business takes no responsibility whatsoever for the suitability of the Product and provides no warranties as to the function or use of the Product, whether express, implied or statutory, including without limitation any warranties of merchantability or fitness for particular purpose. Client agrees to indemnify the Business against all liabilities, claims, demands, expenses, actions, costs, damages, or loss arising out of Client's breach of these terms and conditions. Company shall not be liable to Client or any third party for consequential, indirect, special, or exemplary damages including but not limited to damages for loss of profits, business or anticipated benefits whether arising under tort, contract, negligence or otherwise, reasonably foreseeable or advised of the possibility of such damages.

### **Guarantees**

The Business does not make any guarantees as to the results, including financial or other personal gains, of Client's use of the Product. Client agrees to take responsibility for Client's own results with regard to using the Product.

Client has spent a satisfactory amount of time reviewing Company's business and has a reasonable expectation that the Product will produce different outcomes and results for each Client. Client understands and agrees to this.

### **ENTIRE AGREEMENT**

This is a binding Agreement that incorporates the entire understanding of the parties, supersedes any other written or oral agreements between the parties, and any modifications must be in writing, signed by both parties, and physically attached to the original agreement.

This agreement cannot be transferred or assigned to any third party without written consent of both parties.