

# Terms of Use

This Agreement (“Agreement”) is made effective by and between Fabiana Nilsson, trading as Pixel & Flow (“Company”, “we”, “us”, or “our”), and purchaser of the digital product (“You”, “your”), for the purpose of Client purchasing a digital product from Company’s online shop (“Product”). Client agrees to the terms and conditions below by submitting payment for the Product.

## Digital Product Access

After purchasing Product, You will be given access to the Product materials within 48 hours through a download delivered to your email address. You will have lifetime access to the materials so long as Product is available.

A Kajabi or Canva subscription might be needed to install and use the Product. Such third-party software subscriptions are not included in your purchase of Product and must be acquired by You separately and directly from the corresponding providers.

## Copyright and Licensing Policies

Each purchase of Product grants you one (1) limited, non-transferable, non-sublicensable, non-exclusive, revocable license (“License”) to use the products for their intended purposes. Each License may only be used by one (1) user and uploaded to one (1) Kajabi or Canva account.

Purchasing the Product does not constitute a purchase for ownership over Company’s products and it will not qualify as transferring any ownership rights, privileges, or abilities to exercise control over the Product in a manner that exceeds the limited use you are permitted under these Terms. If you are using the Product to provide services for a client, one (1) license must be purchased for each client you use the Product for.

By purchasing the Product, You agree that:

- You are not permitted to make any copies of the Product, provide access to the Product and any templates, graphics, files, and design elements included in the Product to any third parties, any persons, or entities other than Yourself, Your agents, and employees.
- You may not sublicense, distribute or pledge the Product or any of the rights herein to any third party. You may not resell the Product or claim the Product as your own, even if you have heavily modified the Product.
- If you are using the Product to provide services for a client, you are prohibited from claiming or promoting these designs as solely your own.

- You shall not modify, translate, reverse engineer, decrypt, decompile, disassemble, create derivative works based on, or otherwise attempt to discover the Company's source code or underlying ideas, techniques, or algorithms.
- The Product is copyrighted Pixel & Flow and Pixel & Flow owns the rights to all designs and files (excluding any photography and premade graphics in Canva) included in your purchase of Product.
- Your complete design created using Product may be used by the Company for demonstration and promotional purposes.

You understand that if you breach this provision, each violation will result in a charge of five thousand American dollars (\$5,000.00), as a fee and not a penalty, that You will be obligated to pay to the Company as liquidated damages for each violation of their licensed property. You will be required to immediately halt all use of Product and will be held responsible for all costs and expenses incurred by the Company in connection with the collection of this charged fee for violating the Company's rights.

## Fees & Payment Processing

In consideration for access to the Product provided by Company, Client agrees to compensate Company 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, Company reserves the right to collect any and all 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 his/her name, email address, mailing and billing address. Client agrees to allow Company access to this personal information for all lawful purposes. Client is responsible for the accuracy of the identifying information, maintaining the safety and security of his/her identifying information, and updating Company on any changes to his/her identifying information.

The billing information provided to Company by Client will be kept secure and is subject to the same confidentiality and accuracy requirements as Client's identifying information indicated above. Providing false or inaccurate information, or using the Product for fraud or unlawful activity, is grounds for immediate termination from the Product.

## Warranties and Liability

Company makes every effort to ensure that the Product is accurate and fit for the use of Company's customers. However, Company takes no responsibility whatsoever for the suitability of the Product, and Company 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 Company 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 whether or not foreseen, reasonably foreseeable or advised of the possibility of such damages.

## Force Majeure

If the performance of this Agreement or any obligations hereunder is prevented, restricted or interfered with by reason of earthquake, fire, flood or other casualty or due to strikes, riot, storms, explosions, acts of God, death of him/herself or a family member, war, terrorism, or a similar occurrence or condition beyond the reasonable control of the parties, the party so affected shall, upon giving prompt notice to the other party, be excused from such performance during such prevention, restriction or interference, and any failure or delay resulting therefrom shall not be considered a breach of this Agreement.

## Guarantees

Company 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.

## Release & Reasonable Expectations

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

- Every client and final result using the Product is different;
- The Product is intended for a mass audience.

## 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.

## Venue and Jurisdiction

The laws of Västra Götaland, Sweden shall govern this contract, and any resulting arbitration shall take place within the city of Göteborg, Västra Götaland. Both parties assume responsibility for all collection costs and legal fees incurred should enforcement of this Agreement become necessary.

## Mediation and Arbitration

Any and all disputes or disagreements arising between the parties out of this Agreement upon which an amicable understanding cannot be reached, shall be decided first by mediation, and if mediation is unsuccessful, then arbitration in accordance with the procedural rules of the Swedish Arbitration Association. The parties agree to be bound by the decision of the arbitrator(s). The arbitration proceeding shall take place in Göteborg, Västra Götaland, unless another location is mutually agreed to by the parties. The cost and expenses of the arbitrators shall be shared equally by the parties. Each party shall be responsible for its own costs and expenses in presenting the dispute for arbitration.

## Transfer

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

## Severability

In the event that any part of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement shall remain valid and enforceable. Any failure by one or both parties to enforce a provision of this Agreement shall not constitute a waiver of any other portion or provision of this agreement.