

Terms and Conditions

Please read these Terms and Conditions ("Terms") carefully before using our master resell rights digital product ("Product") provided by Dry Branch Designs ("we," "us," or "our"). These Terms govern your use of the Product and constitute a legally binding agreement between you and us.

1. Acceptance of Terms

By accessing or using our Product, you agree to be bound by these Terms and all applicable laws and regulations. If you do not agree with any of these Terms, you are prohibited from using or accessing the Product.

2. License

2.1. Grant of License: We grant you full resell rights to use, modify, and sell the Product in accordance with the terms and conditions set forth in these Terms.

2.2. Restrictions: You may not resell the Product or any part of it to any third party at a rate lower than \$497.

3. Intellectual Property

3.1. Ownership: All intellectual property rights, including copyright and trademarks, related to the Product, shall remain our exclusive property or that of our licensors. Your use of the Product does not grant you any ownership rights to the Product or its content.

3.2. Limited Use: You are granted a limited, non-exclusive, non-transferable right to use the Product solely for the purposes of reselling it to end-users.

4. Limitation of Liability

4.1. Disclaimer of Warranties: The Product is provided on an "as is" and "as available" basis. We make no warranties, expressed or implied, including but not limited to the warranties of merchantability, fitness for a particular purpose, or non-infringement.

4.2. Limitation of Liability: In no event shall we be liable for any damages, including but not limited to direct, indirect, incidental, special, or consequential damages arising out of the use or inability to use the Product or any information contained therein, even if we have been notified of the possibility of such damages.

5. Indemnification

You agree to indemnify, defend, and hold us harmless from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising from or related to your use or misuse of the Product, violation of these Terms, or infringement of any intellectual property or other rights of any third party.

6. Termination

We may, at our sole discretion, terminate or suspend your access to the Product at any time and without prior notice if we believe you have violated these Terms or any applicable laws or regulations.

7. Governing Law

These Terms shall be governed by and construed in accordance with the laws of Indiana, USA without regard to its conflict of law provisions.

8. Changes to the Terms

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. It is your responsibility to review these Terms periodically for any changes. Your continued use of the

Product following the posting of any changes to these Terms constitutes acceptance of those changes.

9. Severability

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall be enforced to the fullest extent permitted by law, and the invalid or unenforceable provision shall be deemed modified to the extent necessary to make it valid and enforceable.

10. Entire Agreement

These Terms constitute the entire agreement between you and us regarding the use of the Product and supersede all prior agreements and understandings, whether written or oral.

If you have any questions about these Terms, please contact us at

jill@thedigitalmomprenneur.com.

Last updated: 5-18-23