

Terms and Conditions for Master Resell Rights Digital Product

These Terms and Conditions are a legal agreement between you (Licensee) and Allyssa Robbins (Licensor) regarding the master resell rights of the digital product.

1. Grant of License:

Licensor grants Licensee a non-exclusive, non-transferable license to resell the Product in its original form or modified form, as described in this Agreement. The Licensee is granted rights to sell unlimited copies of the Product to end-users.

2. Scope of License:

- a. Licensee shall have the right to resell the Product in its original format and packaging without making any modifications.
- b. Licensee may modify the Product, such as rebranding or adding additional content, before reselling it.

3. Prohibited Actions:

- a. Licensee shall not sell or distribute the Product to any individual or entity that intends to resell or distribute the Product without obtaining proper master resell rights.
- b. Licensee shall not remove or alter any copyright notices, trademarks, or other proprietary rights notices of Licensor contained within the Product.
- c. Licensee shall not distribute the Product in a way that is defamatory, infringing, or unlawful.
- d. Licensee must not give away product for free or offer as a bonus in any way that competes with our business

4. Intellectual Property:

- a. All intellectual property rights, including copyrights, trademarks, and any other proprietary rights related to the Product, shall remain the exclusive property of Licensor.
- b. Licensee acknowledges that Licensor holds all rights, title, and interest in and to the Product.

5. Limitation of Liability:

- a. Licensor shall not be liable for any damages, including but not limited to direct, indirect, incidental, or consequential damages arising out of or related to the use or inability to use the Product.
- b. Licensee agrees to waive any and all claims against Licensor arising out of or related to the use of the Product.

6. Indemnification:

Licensee agrees to indemnify, defend, and hold harmless Licensor from and against any and all claims, liabilities, costs, and expenses, including attorneys' fees, arising out of or related to Licensee's use or resale of the Product.

7. Termination:

This Agreement shall remain in effect until terminated. Licensor reserves the right to terminate this Agreement at any time if Licensee breaches any provision of this Agreement. Upon termination, all rights granted to Licensee under this Agreement shall cease.

8. Governing Law and Jurisdiction:

This Agreement shall be governed by and construed in accordance with the laws of California. Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of California.

By purchasing or using the Product, Licensee acknowledges that they have read, understood, and agreed to be bound by the terms and conditions of this Agreement.

This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations, understandings, and agreements, whether oral or written, relating to the subject matter of this Agreement.

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

By accepting these Terms and Conditions, Licensee agrees to comply with all provisions outlined herein.