

****Terms and Conditions for Master Resell Rights Digital Product****

These terms and conditions (the “Agreement”) govern the use of the digital product (“Product”) that is being offered with the master resell rights by Amy Spence (“Seller”) to any individual or entity (“Buyer”) who purchases or obtains the Product from the Seller. By purchasing or obtaining the Product, the Buyer agrees to be bound by the terms and conditions set forth in this agreement.

1. ****Grant of Master Resell Rights:**** The Seller grants the Buyer non-exclusive, non-transferable master resell rights to the Product. This allows the Buyer to sell or distribute the Product to their customers, either as a standalone product or as part of a package, without any limitations on the number of copies or the price at which the Product is sold.
2. ****Restrictions on Master Resell Rights:**** The Buyer is strictly prohibited from modifying, altering, or editing the content of the Product, except for the purpose of branding or customizing it with their own company information. The Buyer is also prohibited from claiming ownership or authorship to the Product other than the master resell rights granted under this Agreement.
3. ****Intellectual Property Rights:**** All intellectual property rights, including but not limited to copyrights, trademarks, and any other proprietary rights associated with the Product, remain the sole property of the Seller or its licensors. The Buyer acknowledges that they have no ownership rights to the Product other than the master resell rights granted under this Agreement.
4. ****Product Distribution:**** The Buyer may sell or distribute the Product in any format they choose, including digital downloads, physical copies, or as part of a membership site, provided that the Buyer does not violate any laws, regulations, or rights of third parties in doing so. The Seller shall not be held responsible for any dispute arising from the distribution of the Product by the Buyer.
5. ****Warranty and Disclaimer:**** The Product is provided on an “as is” basis, without any warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement. The Seller does not guarantee the accuracy, completeness, or usefulness of the Product, and shall not be liable for any direct, indirect, incidental, or consequential damages arising out of the use or inability to use the Product.

6. ****Indemnification:**** The Buyer agrees to indemnify, defend, and hold the Seller harmless from any and all claims, liabilities, damages, losses, costs, or expenses (including reasonable attorney fees) arising from the Buyer's use, distribution, or sale of the Product, or any violation of this Agreement.
7. ****Termination:**** Either party may terminate this Agreement at any time without cause by providing written notice to the other party. Upon termination, the buyer must cease all use, distribution, and sale of the Product and destroy any remaining copies in their possession.
8. ****Governing Law:**** This Agreement shall be governed by and construed in accordance with the laws of the state of Missouri. Any disputes arising from or related to this Agreement shall be subject to the exclusive jurisdiction of the courts located in the State of Missouri.
9. ****Entire Agreement:**** This Agreement constitutes the entire understanding between the Seller and the Buyer with respect to the subject matter hereof and supersedes all prior discussions, understandings, or agreements, whether oral or written.
10. ****Severability:**** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

By purchasing or obtaining the Product, the Buyer acknowledges that they have read, understood, and agreed to be bound by these Terms and Conditions.