

BilgeBitig Product & Services Agreement

End User Agreement

This Marketplace End User Agreement (EUA) applies to all downloadable products and professional services sold via BilgeBitig. The EUA is an agreement between the buyer and the seller providing the goods and/or services.

BY CLICKING “I AGREE,” DOWNLOADING, AND/OR USING THE DIGITAL PRODUCT OR RECEIVING THE PROFESSIONAL SERVICES IN RELATION TO THIS AGREEMENT, YOU ACCEPT ALL OF THIS AGREEMENT’S TERMS AND CONDITIONS, INCLUDING THE DISCLAIMERS OF WARRANTIES, LIMITATIONS ON DAMAGES, AND USE AND TRANSFERABILITY. IF YOU DO NOT ACCEPT THIS AGREEMENT’S TERMS AND CONDITIONS, DO NOT DOWNLOAD, INSTALL, OR MAKE USE OF THE DIGITAL PRODUCT AND/OR RECEIVE AND/OR USE THE PROFESSIONAL SERVICES.

This EUA (“Agreement”) is a legally binding agreement between you, the licensee and customer (“you” or “your”), and the seller (“we” or “us” or “our”) of the digital products (“Products”) and/or other professional service packages (“Professional Services”) that you purchase through BilgeBitig, detailing your rights and obligations in regard to those Products and Professional Services.

1. Your Status

In this Agreement, “you” means the person and/or entity acquiring rights in the Products or purchasing Professional Services. That may be a natural person, or a corporate or business entity or organization.

(a) If you are a natural person then you must be, and you confirm that you are, at least 13 years old. If you are between 13 years old and the age of majority in your jurisdiction of residence, you confirm that your parent and/or legal guardian has reviewed and agrees to this Agreement and permits you to access and use the Products and/or receive the Professional Services.

(b) If you are a corporate entity then: (i) the rights granted under this Agreement are granted to that entity; (ii) you represent and warrant that the natural person completing and accepting this Agreement is your authorized representative and thus has the authority to legally bind you to the Agreement; and (iii) to the extent that one or more of your employees are granted any rights in the Product and/or to receive Professional Services under this Agreement, you will ensure that your employees comply with this Agreement and you will be responsible and liable for any breach of this Agreement by any employee.

Products

The following sections 2 through 7 apply to any Products you acquire from BilgeBitig:

2. Product License

Subject to this Agreement's terms and conditions, we hereby grant you a limited, non-exclusive, worldwide, non-transferable right and license to (which will be perpetual unless the license terminates as set out in this Agreement): (a) download the Product; and (b) copy and use the Product. We reserve all rights not expressly granted to you under this Agreement.

3. License Scope and Restrictions

(a) Stock Assets

Subject to the restrictions set out in this Agreement, you may copy, use, modify, adapt, translate, distribute, publicly display, transmit, broadcast, and create derivative works from the Product in works you create ("Works"), which may include things like films, videos, multimedia projects, computer games, models, images, publications, broadcasts, documents, and presentations.

If you are a corporate entity, you may make the Product available for use by your employees in accordance with this Agreement.

You may not share the Product with external people or entities. For any use of the Product by any other party, that party must purchase a license to the Product.

In addition to any other restrictions in this Agreement, you will not:

Publish, sell, license, offer or make available for sale or licensing, or otherwise distribute the Product except as part of a Work or through a form of sharing that is authorized in this Agreement; or publish, distribute or make available the Product through any online clearinghouse platform.

Further Specific Terms

In addition to the restrictions set out above, the following terms and conditions apply to the following forms of commercial licenses for the Product:

Standard Commercial Licence

If you have purchased a Standard Commercial license then you may exercise your rights under that license:

For personal use on an unlimited number of personal projects that are not used or distributed in any commercial manner; and respect to one commercial Work, with up to a maximum of, as applicable, 2,000 sales of the Work or 20,000 monthly views of the Work.

Extended Commercial License

If you have purchased an Extended Commercial License then you may exercise your rights under that license:

For personal use on an unlimited number of personal projects that are not used or distributed in any commercial manner; and with respect to any number of commercial Works, with no limit on sales or views.

4. Additional Restrictions

Except as expressly permitted under this Agreement, you will not:

- (a) make any copy of the Product except for archival or backup purposes;
- (b) circumvent or disable any access control technology, security device, procedure, protocol, or technological protection mechanism that may be included or established in or as part of the Product;
- (c) hack, reverse engineer, decompile, disassemble, modify or create derivative works of the Product or any part of the Product;
- (d) publish, sell distribute or otherwise make the Product available to others to use, download or copy;
- (e) transfer or sub-license the Product or any rights under this Agreement to any third party, whether voluntarily or by operation of law;
- (f) use the Product for any purpose that may be defamatory, threatening, abusive, harmful or invasive of anyone's privacy, or that may otherwise violate any law or give rise to civil or other liability;
- (g) misrepresent yourself as the creator or owner of the Product;
- (h) remove or modify any proprietary notice, symbol or label in or on the Product;
- (i) directly or indirectly assist, facilitate, and/or encourage any third party to carry on any activity prohibited by this Agreement.

5. Proprietary Rights

The Product is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. You are licensing the Product and the right to access, install and use the Product in accordance with this Agreement, not buying the Product. As between you and us, we own all rights, titles, and interests in and to the Product, and you are not acquiring any ownership of or rights in the Product except the limited rights granted under this Agreement.

6. Interruptions and Errors

Your use of the Product might be interrupted and might not be free of errors.

7. Updates

We have no obligation to update the Product.

Both Products and Services

The following sections 8 through 21 apply to all Products and/or Services you purchase from us through BilgeBitig:

8. Disclaimer

ANY PRODUCTS OR PROFESSIONAL SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW WE DISCLAIM, AND YOU WAIVE (WITH REGARD TO US), ALL TERMS, CONDITIONS, GUARANTEES, REPRESENTATIONS AND WARRANTIES (EXPRESS, IMPLIED, STATUTORY AND OTHERWISE), IN RESPECT OF THE PRODUCTS AND PROFESSIONAL SERVICES, INCLUDING THOSE OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

WE DO NOT REPRESENT OR WARRANT THAT: (A) ANY PRODUCT OR PROFESSIONAL SERVICE IS ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE; (B) ANY PRODUCT OR PROFESSIONAL SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (C) ANY PRODUCT OR PROFESSIONAL SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (D) ANY DEFECTS IN ANY PRODUCT OR PROFESSIONAL SERVICE WILL BE CORRECTED.

9. Exclusion and Limitation of Liability

(a) YOU DOWNLOAD, INSTALL AND OTHERWISE USE ALL PRODUCTS, AND RECEIVE AND USE ALL PROFESSIONAL SERVICES, AT YOUR OWN RISK. YOU AGREE TO, AND HEREBY DO:

(i) WAIVE ANY CLAIMS THAT YOU MAY HAVE AGAINST US OR OUR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS, SUCCESSORS AND ASSIGNS (COLLECTIVELY THE "RELEASEES") ARISING FROM OR RELATING TO ANY PRODUCTS OR PROFESSIONAL SERVICES, AND

(ii) RELEASE THE RELEASEES FROM ANY LIABILITY FOR ANY LOSS, DAMAGE, EXPENSE OR INJURY ARISING FROM OR RELATING TO YOUR USE OF ANY PRODUCT OR PROFESSIONAL SERVICE, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE, EVEN IF THE RELEASEES ARE EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH LOSS, INJURY OR DAMAGE AND EVEN IF THAT LOSS, INJURY OR DAMAGE IS FORESEEABLE.

(b) WE WILL NOT BE LIABLE FOR ANY LOSSES, DAMAGES, CLAIMS OR EXPENSES THAT CONSTITUTE: (I) LOSS OF INTEREST, PROFIT, BUSINESS, CUSTOMERS OR REVENUE; (II) BUSINESS INTERRUPTIONS; (III) COST OF REPLACEMENT PRODUCTS OR SERVICES; OR (IV) LOSS OF OR DAMAGE TO REPUTATION OR GOODWILL.

(c) WE WILL NOT BE LIABLE FOR ANY LOSSES, DAMAGES, CLAIMS OR EXPENSES THAT CONSTITUTE INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, MULTIPLE OR INDIRECT DAMAGES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES, DAMAGES, CLAIMS OR EXPENSES.

(d) MAXIMUM LIABILITY: IF, DESPITE THE LIMITATIONS SET OUT ABOVE, WE BECOME LIABLE TO YOU IN RESPECT OF ANY PRODUCT OR PROFESSIONAL SERVICE OR OTHERWISE UNDER THIS AGREEMENT, THE ENTIRE CUMULATIVE LIABILITY OF US, AND YOUR EXCLUSIVE AND CUMULATIVE REMEDY, FOR ANY DAMAGES (REGARDLESS OF THE CAUSE OR FORM OR ACTION), WILL BE LIMITED TO US\$10.

10. Indemnity

As a condition of your use of any Product and/or any Professional Services, you agree to hold harmless and indemnify the Releasees from any liability for any loss or damage to any third party resulting from your access to, installation or use of the Product or your receipt and use of the Professional Services.

11. Term and Termination

This Agreement is effective until terminated. Your rights under this Agreement will terminate automatically without notice if: (a) you breach any terms of this Agreement; or (b) you do not complete payment for the Product or Professional Services, or any payment you make is refunded, reversed or canceled for any reason. Upon this Agreement's termination, you will cease all use of the Product and destroy all copies, full or partial, of the Product in your possession. Sections 8 through 21 will survive the termination of this Agreement.

12. Compliance with Laws

You will comply with all applicable laws when using any Product or Professional Services (including intellectual property and export control laws).

13. Entire Agreement

This Agreement supersedes all prior agreements of the parties regarding the Product or Professional Services, and constitutes the whole agreement with respect to the Product or Professional Services.

14. Disputes

If you have any concerns about the Product or Professional Services, please contact us through our email and we will work with you to try to resolve the issue. You acknowledge and agree that any such dispute is between you and us.

15. Persons Bound

This Agreement will enure to the benefit of and be binding upon the parties and their heirs, executors, administrators, legal representatives, lawful successors and permitted assigns.

16. Assignment

We may assign this Agreement without notice to you. You may not assign this Agreement or any of your rights under it without our prior written consent, which we will not withhold unreasonably.

17. Waiver

No waiver, delay, or failure to act by us regarding any particular default or omission will prejudice or impair any of our rights or remedies regarding that or any subsequent default or omission that are not expressly waived in writing.

18. Applicable Law and Jurisdiction

You agree that this Agreement will be deemed to have been made and executed in the State of Michigan, U.S.A., and any dispute will be resolved in accordance with the laws of Michigan, excluding that body of law related to choice of laws, and of the United States of America. Any action or proceeding brought to enforce the terms of this Agreement or to adjudicate any dispute must be brought in the Circuit Court of Oakland County, State of Michigan. You agree to the exclusive jurisdiction and venue of these courts. You waive any claim of inconvenient forum and any right to a jury trial. The Convention on Contracts for the International Sale of Goods will not apply. Any law or regulation which provides that the language of a contract shall be construed against the drafter will not apply to this Agreement.

19. Legal Effect

This Agreement describes certain legal rights. You may have other rights under the laws of your country. This Agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.

20. Interpretation

In this Agreement, "we", "us", and "our" refer to the licensor of the Product alone and never refer to the combination of you and that licensor (that combination is referred to as "the parties").

21. Artificial Intelligence

For purposes of this Agreement, "Generative AI Programs" means artificial intelligence, machine learning, deep learning, neural networks, or similar technologies designed to automate the generation of or aid in the creation of new content, including but not limited to audio, visual, or text-based content.