



End User License Agreement

Personal Use Graphics License

Summary

- You may use the item for personal use.
- You may use the item on one personal social media account per platform (Facebook, Instagram, etc...).
- You may not use the item for commercial use.
- You may not use the item on business social media accounts.
- You may not use the item on business branding or images.
- You may not use the item in paid advertisements.
- You may not sell the item, or a design incorporating the item, or any physical product with a design incorporating the item.
- Item may not be used in video associated with a business.

Brittney Murphy Design Personal Use Graphics End User License Agreement

Version 1.0- August 24, 2021

THIS IS A LEGAL CONTRACT. By downloading, or otherwise the product ("Item"), you ("Licensee") agree to be bound by the terms of this End User Licensing Agreement ("EULA"). This EULA, in conjunction with the receipt that accompanies each purchase from Brittney Murphy Design ("BMD") or its distributors, constitutes the entire agreement between BMD and the Licensee.

1. TERM

This EULA grants a perpetual license unless the EULA terminates (as described in Section 9, "Termination").

2. ALLOWED USES

Licensee may use the Item for personal use.

Licensee may use the Item to create physical objects or digital designs for personal use.

Licensee may use the Item, or design incorporating the Item, on one personal social media account per platform (Facebook, Instagram, etc...).

3. RESTRICTIONS

- a. Licensee may not sell or re-distribute the Item itself, either on its own or in the sale or distribution of another item or end design.
- b. Licensee may not use the Item, or a design incorporating the Item, on a business social media account.
- c. Licensee may not use the Item, or a design incorporating the Item, on business branding or images.
- d. Licensee may not use the Item, or a design incorporating the Item, in paid advertisements.
- e. Licensee may not use the Item, or a design incorporating the Item, in video associated with a business.
- f. Licensee may not use the Item to create products (physical or digital) for sale.
- g. Licensee may not register as a trademark either the Item or an end design incorporating the Item (including use in logos).

g. Licensee may not sell the Item via print-on-demand websites and services.

h. Licensee may not digitize the Item for embroidery to sell as an embroidery file (as further described in Section 6, "Embroidery Digitization").

4. THIRD PARTIES

Licensee may temporarily provide the Item to a printer or other contractor who is working on the behalf of the Licensee. Such an agent must agree to use the Item exclusively for Licensee's work, agree to the terms of this EULA, and retain no copies of the Item on completion of the work.

Licensee may not provide the Item or make it accessible to any other third parties.

5. MODIFICATIONS

Licensee may modify the licensed Item to other formats, provided that the converted item is used within the terms of this EULA. Licensee may modify the licensed Item providing that the modified item is used within the terms of this EULA. Licensee may not modify the licensed Item in order to create derivative items for sale.

6. EMBROIDERY DIGITIZATION

Licensee may digitize the Item for embroidery for Licensee's own use, providing that the embroidery file is used within the terms of this EULA.

Licensee may not digitize the Item for embroidery to sell as an embroidery file.

7. PRODUCT UPGRADES

BMD may, from time to time, update the Item. Upgrade pricing may apply.

8. COPYRIGHT

The Item is protected by copyright law. Brittney Murphy is the sole, exclusive owner of all intellectual property rights, including rights under copyright and trademark law. Licensee agrees not to use the Item in any manner that infringes the intellectual property rights of Brittney Murphy or violates the terms of this EULA. Licensee will be held legally responsible for any infringements on Brittney Murphy's rights caused by failure to abide by the terms of this EULA.

9. TERMINATION

This EULA is effective until terminated. This EULA will terminate automatically without notice from BMD if Licensee fails to comply with any provision contained herein. Upon termination, Licensee must delete all copies (including modified copies) of the licensed Item and create no further products using the licensed Item.

10. DISCLAIMER

The Product is provided "as is." BMD makes no warranty of any kind, either expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose.

BMD shall not be liable for any direct, indirect, consequential, or incidental damages (including damages from loss of business profits, business interruption, loss of business information, and the like) arising out of the use of or inability to use the product even if BMD has been advised of the possibility of such damages.

Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to Licensee.

11. GOVERNING LAW

This EULA is governed by the United States of America and the State of Missouri.

12. WAIVER

The waiver of one breach or default shall not constitute the waiver of any subsequent breach or default.