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The following terms are defined for use in this agreement: "LIQUIDPURPLE.com" means the website of LIQUID PURPLE located at URL: www.LIQUIDPURPLE.com. This license (hereinafter referred to as "License") defines all terms and conditions of the use of "digital assets," herein referring to website code, templates, artwork, SEO deliverables, or other digital materials ordered at LIQUIDPURPLE.com. Specifications for each digital asset are located at LIQUIDPURPLE.com. "Customer" means an individual or a legal entity exercising rights under, and complying with, all of the terms of this license.

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Publish a licensed digital asset on the Internet within one domain/IP address only. If the customer wants to publish a licensed digital asset on more than one domain/IP address, they must obtain written permission from LIQUID PURPLE.

Modify any part of a digital asset, but it is the customer's own responsibility. LIQUID PURPLE accepts no responsibility for any changes the customer may make to digital assets provided by the license.

Make any number of copies of the digital assets for backup or archival purposes.

CUSTOMER MAY NOT

Create scandalous, obscene, defamatory, or immoral works using the digital assets, nor use the digital assets for any other purpose prohibited by law.

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Transfer a copy of the digital assets to another person or legal entity without transferring the entire license. The customer may transfer the digital assets, including all copies and this license, to another person or legal entity, provided the customer retains no copies, including copies stored on a computer or other storage device, and the receiving party agrees to be bound by the terms and conditions of this license.

PRICE & PAYMENT

The price for all digital assets is stated on the webpage of www.LIQUIDPURPLE.com. Prices are subject to change without notice or obligation prior to the acceptance of customer's order. Terms of payment are within the discretion of LIQUID PURPLE. Unless stated otherwise, LIQUID PURPLE must receive payment at the time the order is placed.

ORDER CANCELLATION

If the customer desires to cancel an order, they must contact LIQUID PURPLE by email (support@liquidpurple.com) or by postal mail at 34281 Doheny Park Rd. #7163, Capistrano Beach, CA 92624, USA. However, orders for custom-made or special-order digital assets, as identified on their respective webpages, may not be canceled.

RETURN POLICY

All LIQUID PURPLE digital assets are subject to a 30-day return policy. LIQUID PURPLE will refund or exchange digital assets within 30 days of the customer's order. No returns will be accepted on special orders or custom-made digital assets.

CREDIT CARD SECURITY

The customer's credit card information is secure when orders are placed at www.LIQUIDPURPLE.com. All credit card information is transmitted in an encrypted form via secure server connections, ensuring that the customer's transaction remains private and secure. If the customer suspects a problem, they should follow normal reporting procedures defined by their credit card company and contact LIQUID PURPLE immediately by email (support@liquidpurple.com) or by postal mail at 34281 Doheny Park Rd. #7163, Capistrano Beach, CA 92624, USA.

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DATA PRIVACY

LIQUID PURPLE complies with applicable data privacy laws, including GDPR and CCPA where applicable, ensuring customer data is handled securely and transparently. Customers are responsible for ensuring their use of digital assets complies with relevant data protection regulations.

TERMS

This license shall continue for as long as the customer is in compliance with the terms and conditions of this agreement. This license will terminate immediately if the customer fails to comply with any of the terms or conditions stated herein. Limitations of warranties and liability set out below shall continue in force even after any termination.

LIMITATIONS OF LIABILITY

The digital assets are provided and licensed by LIQUID PURPLE on an "as is" basis, without any other warranties or conditions, express or implied, including, but not limited to, warranties of merchantable quality, satisfactory quality, merchantability, fitness for a particular purpose, or non-infringement, or those arising by law, statute, usage of trade, course of dealing, or otherwise. The entire risk as to the results and performance of the digital assets, including website performance, SEO results, or marketing outcomes, is assumed by the customer. Neither LIQUID PURPLE nor its dealers or suppliers shall have any liability to the customer or any other person or entity for any indirect, incidental, special, or consequential damages whatsoever, including, but not limited to, loss of revenue or profit, lost or damaged data, or other commercial or economic loss, even if LIQUID PURPLE has been advised of the possibility of

such damages, or they are foreseeable. LIQUID PURPLE is also not responsible for claims by a third party. The limitations set forth herein shall apply whether or not the alleged breach or default is a breach of a fundamental condition or term or a fundamental breach. Some states/countries do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to the customer.

GENERAL

This license is the entire agreement between customer and LIQUID PURPLE, superseding any other agreement or discussions, oral or written, and may not be changed except by a signed agreement. No amendment to or modification of this license will be binding unless put in writing and signed by LIQUID PURPLE.

This Agreement is governed by, and shall be construed in accordance with the laws of the State of California. Venue for any litigation or claim hereto shall be the California State courts in Orange County, California, USA.

BY ORDERING DIGITAL ASSETS FROM LIQUIDPURPLE.COM:

Customer agrees to be bound by all of the terms and conditions set out in this LIQUID PURPLE End User License Agreement for digital assets;

Customer agrees to be responsible for any and all Internet service provider fees, telecommunication, and other charges that may apply as a result of the customer's download of the digital assets;

If customer is accepting this agreement on behalf of a company, the customer represents and warrants to LIQUID PURPLE that the customer has full authority to make such agreements for the company.