Shopify Packing Slip Download Terms and Conditions - v1.0



Effective as of 29 August 2023

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1. Overview

This product is provided by Artisan IT Ltd. Throughout these Terms and Conditions, the terms "we", "us" and "our" refer to Artisan IT Ltd. Artisan IT Ltd offers this feature download to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By purchasing a downloadable product / feature from us, you engage in our "Service" and agree to be bound by the following terms and conditions ("Terms of Service", "Terms"), including those additional conditions and policies referenced herein and / or available by hyperlink. The terms apply to all users of the feature code, including without limitation users who are vendors, customers, merchants, and / or content creators.

Where any Terms or Conditions documented within this document conflict with the Terms of Service found at <u>https://artisan-it.com/policies/terms-of-service</u>, the Terms and Conditions documented within this document shall govern.

Please read these Terms and Conditions carefully before purchasing and downloading the feature code. By purchasing the code, you agree to be bound by these Terms and Conditions. If you do not agree to all the Terms and Conditions of this agreement, then you should not proceed to purchase the feature download.

2. Online store terms

By agreeing to the Terms and Conditions, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to purchase and use this feature.

You may not use our products, features or services for any illegal or unauthorised purpose nor may you, in the use of this Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms may result in an immediate termination of your Services.

3. General conditions

We reserve the right to refuse Service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt technical requirements of connecting networks or devices.

Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the downloaded feature code, use of the feature code, or access to the feature code or any content on the website through which the Service is provided without express written permission by us.

The headings written in this agreement are included for convenience only and will not limit or otherwise affect these terms.

4. What happens after You purchase the packing slip code

Following the purchase of the packing slip code, We will provide you with access to download the packing slip code via an email containing a link to the downloadable packing slip code files. You will also be able to download the packing slip code files directly from the checkout summary page following a successful purchase.

The packing slip code files should then be extracted to a location away from the Download folder on your computer, to a suitable, secure location that can be accessed again in the future if you were to use the feature code again.

5. Installation and setup

You understand that this product is provided as downloadable code that is to be installed and used without support from us. We have provided a step by step guide to which should be followed to complete the setup, which can be accessed using the link within the downloaded files.

If additional support is required to install the code, you should contact us via our contact form available at <u>https://artisan-it.com/pages/contact</u>, and provide details of any difficulties you are experiencing. We reserve the rights to charge for any training, guidance or work undertaken by Us to resolve any installation or setup issues you may be experiencing. If any additional charges are payable by You to Us for support to be provided, We will agree the cost of the additional service(s) with You.

Any additional charges will require payment before any support will be provided by Us.

6. Restrictions of the packing slip code

The packing slip code provided is for use solely on the Shopify site named on the order. If you wish to use the packing slip code on a Shopify site, then you will be required to purchase the packing slip code from artisan-it.com again and provide the alternative website URL being updated.

You do not have permission to share, demonstrate or sell the feature code under any conditions. If You wish to demonstrate the feature code, you should contact Us before doing so to gain permission and only when permission has been granted by Us, will you be able to demonstrate the feature.

7. Refunds

Refunds are available following the purchase of a packing slip code download, only if the files purchased have not been downloaded. Once the feature code files have been downloaded a refund will not be available. To identify whether or not the files have been downloaded, We will reference the download count within the artisan-it.com Shopify admin dashboard.

8. Disclaimer of warranties; Limitation of liability

We do not guarantee, represent or warrant that your use of the Shopify packing slip download code will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the Shopify packing slip download code will be accurate or reliable.

You agree that We may discontinue future updates to the feature download, which may prevent the feature from being installed on later versions of the selected Shopify theme.

You expressly agree that your use of, or inability to use, the feature download code is at your sole risk. The feature download code is provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Artisan IT Ltd, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, Service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the feature download code, or for any other claim related in any way to your use of the feature download code, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the feature download code. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

9. Severability

In the event that any provision of these Terms and Conditions is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Conditions such determination shall not affect the validity and enforceability of any other remaining provisions.

10. Intellectual property

You acknowledge that Artisan IT Ltd retains the rights, title, and interest in and to all copyrights of the Shopify product page feature code. You agree to prevent any unauthorised copying, use, or distribution of the Shopify product page feature code. Artisan IT Ltd does not grant any express or implied right to you under any Artisan IT Ltd-owned or licensed copyrights, trademarks, trade secrets, patents, or other proprietary rights.

11. Governing Law

These Terms and Conditions and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the United Kingdom.