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# Terms and conditions

## *Definitions*

1. **Website** — website located at [www.battleaxe.co](http://www.battleaxe.co) owned and operated by Battle Axe.
2. **User** — a natural person, legal person or entity with no legal personality using Battle Axe services / purchasing Battle Axe Products via Website.
3. **Battle Axe Products** — any software files, graphic templates with other connected works (sample graphics, photos, sounds, images, drawings, etc.) and/or related explanatory materials, modifications, updates, additions provided to the User by Battle Axe at any time unless they are subject to separate terms.
4. **Battle Axe** — incorporated in the state of Georgia, United States of America, under the name: Battle Axe, Inc.
5. **Terms** — these terms and conditions regulating the usage of the Website and Battle Axe Products.
6. **Host Software** — a compatible third party software required to use Battle Axe Products (for example: Adobe After Effects, Adobe Premiere Pro, Adobe Photoshop, Adobe Animate, Figma).
7. **Workstation** — a single workstation, on which the licensed software can be installed.

## *Purchases*

For all your purchases, you can pay using our merchant of record, Paddle. Paddle's Terms of Use can be found at: <https://www.paddle.com/legal/checkout-buyer-terms>. Available payment methods are shown during the checkout process.

If you wish to purchase any Software, product or service made available through the Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

We reserve the right to refuse or cancel your order at any time for reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons.

We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

## *Refunds*

Your satisfaction is our priority and we will try our best to resolve any issues you might have. If an issue or defect is found after purchase please contact support through [Discord](#) or [contact us](#) and a refund will be issued if the problem cannot be resolved. Due to financial institution policies, refunds can only be processed up to 30 days after the purchase date.

## *License agreement*

This license defines the conditions for the use of Battle Axe Products sold on the Website.

1. Read this License for Battle Axe Products before using them. By agreeing to the following Terms, you acknowledge the validity of this agreement, as well as each document signed by you. If you do not agree to the Terms of this License, do not use Battle Axe Products.
2. It is the responsibility of the User to thoroughly read the Terms before the use of Battle Axe Products.
3. Battle Axe is the owner of all intellectual property rights to Battle Axe Products. Copying, downloading and installing the Products, as well as using the intellectual property rights to the Battle Axe Products is only possible under these Terms. The structure, organization and source code of Battle Axe Products is confidential and is the property and valuable trade secret of Battle Axe, the violation of which may constitute an act subject to criminal and civil liability.
4. Battle Axe Products, the documentation accompanying the License for the Battle Axe Products, on a data carrier, in read only memory, on any other data carrier or in any other form are sold under a License by Battle Axe for use in accordance with the Terms, and Battle Axe reserves all rights to the Battle Axe Products. Rights granted to the User shall be limited to any intellectual property developed using Battle Axe Products. By acquiring the right to the data carrier containing Battle Axe Products, Battle Axe retains all rights to

Battle Axe Products. The Terms also include any changes and improvements in later versions of the Battle Axe Products, unless Battle Axe introduces a separate License, which will abolish and replace the Terms, but this must be expressly reserved in a separate license. Otherwise, these Terms are applicable.

5. This License allows you to install and use the Battle Axe Products only on the number of Workstations corresponding to the number of purchased Licenses. It is forbidden to install and use the Battle Axe Products on more Workstations than the number of purchased Licenses.
6. Battle Axe, however, allows you to install the purchased license on a second Workstation of the same owner for training purposes (e.g. on your laptop when the first installation was performed on a desktop machine). It is not permitted to share/use Battle Axe Products in any way that would allow their use on a larger number of Workstations than the number of the purchased Licenses. It is not permitted to share the Battle Axe Products in a network in such a way as to allow their use on a larger number of Workstations than the number of the purchased Licenses.
7. The User has the right to make one backup copy of the Battle Axe Products, provided that it will not be installed or used, and will be utilized solely for backup purposes, in case of loss, destruction or damage to the original Battle Axe Products, provided that the copy will contain all the information regarding the ownership and copyrights contained in the original.
8. The User agrees not to use the Battle Axe Products in a manner other than as authorized under this License, and in a manner inconsistent with its intended purpose or documentation. Beyond the possibilities explicitly described in the License, or regulated by law, it is prohibited to copy, decompile, or take the Battle Axe Products apart into elements of the code, to modify, create programs based on the Battle Axe Products or any part thereof, as well as to make translations of the Battle Axe Products. The User has no right to use reversing and/or decompiling and/or disassembly techniques, and/or make any other attempt to discover the source code of the Battle Axe Products. The User has no right to separate any part of the Battle Axe Products to be used in a way that is noncompliant with this License, in particular for use on other computers or other Host Software/environment.
9. The User may use Battle Axe Products for commercial purposes.
10. The User may not repackage expression-based code products (Rubberhose) for resale on stock art or template marketplaces.

## *Shipping & Delivery*

All software items are delivered electronically via software download immediately after successful checkout.

You can find all your downloads and licenses associated with the purchase email in the license lookup service (<http://license.battleaxe.co>).

Physical purchases from <http://relics.battleaxe.co> will be shipped within 5 business days.

## *Availability, Errors and Inaccuracies*

We are constantly updating product and service offerings on the Service. We may experience delays in updating information on the Service and in our advertising on other web sites. The information found on the Service may contain errors or inaccuracies and may not be complete or current. Products or services may be mispriced, described inaccurately, or unavailable on the Service and we cannot guarantee the accuracy or completeness of any information found on the Service.

We, therefore, reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

## *External links*

Our Service may contain links to third party web sites or services that are not owned or controlled by Battle Axe, Inc.

Battle Axe, Inc has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that Battle Axe, Inc shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third party web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third party web sites or services that you visit.

## *Termination*

We may terminate or suspend your account and bar access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms.

If you wish to terminate your account, you may simply discontinue using the Service.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## *Indemnification*

You agree to defend, indemnify and hold harmless Battle Axe, Inc and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, by you or any person using your account and password, or b) a breach of these Terms.

## *Limitation of Liability*

In no event shall Battle Axe, Inc, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

## *Disclaimer*

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

Battle Axe, Inc its subsidiaries, and affiliates do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

## *Exclusions*

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

## *Governing Law*

These Terms shall be governed and construed in accordance with the laws of Georgia, United States, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have had between us regarding the Service.

## *Changes*

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will ask you to accept the new terms prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.