# Bundle Offer Terms

To this bundle offer are applicable the following Bundle Offer Terms together with the General <u>Terms and Conditions</u> ("**Terms**"). Please read these Terms carefully before accessing or using the Website, <u>www.stampready.net</u> ("**Website**") and/or the services.

# 1. Definitions

**1.1** "Us" or "We" or "Our" or "StampReady" this means StampReady registered with the Chamber of Commerce in the Netherlands with registration number: 61187496;

**1.2** "You" or "Customer(s)" or "Member(s)" means the person or entity that is registered with us to use the services;

**1.3** "Service(s)" means that we provide an online platform that you may use to create, send, and manage emails;

**1.4** "Website" means <u>http://www.stampready.net/bundles/handcrafted-newsletter-bundle;</u>

**1.5** "Bundle" means the offered package of 15 newsletter templates including a gift card for 2,500 StampReady credits or a plan up to 5,000 subscribers first month free;

**1.6** "Bundle Offer" means the temporary offer of a Bundle;

**1.7** "Template(s)" means the 15 (fifteen) specific newsletter templates all together or individually as offered in this Bundle Offer.

## 2. General

**2.1** By purchasing the Bundle Offer you agree to be bound to the applicability of these Terms.

**2.2** The Bundle Offer period runs from Tuesday May 12, 2015 10:00 CET until Thursday May 21, 2015 23:59 CET.

**2.3** The Bundle Offer contains the 15 newsletter templates including a StampReady figtcard.

**2.4** The StampReady gift card will not expire until you have activated the code within our dashboard. The code will be sent to the email address you purchased the bundle from.

**2.5** The Bundle Offer may be purchased multiple times by the same purchaser.

**2.6** The total value of the Bundle Offer is USD 385 (in words: United States Dollars).

**2.7** It is not allowed to resell the Bundle Offer and the Bundle Offer is not redeemable for cash.

**2.8** This Bundle Offer cannot be used or purchased in conjunction with any other StampReady offers.

## 3. Regular License

**3.1** The Regular License grants you, the purchaser, an ongoing, non-exclusive, worldwide license to make use of the Templates in this bundle offer ("**Regular License**"). Every Template in this bundle offer is offered with this Regular License.

**3.2** You are licensed to use a Template to create one single end product for yourself or for one client (a single application) and the end product can be distributed for free.

**3.3** An end product is a customized implementation of a Template ("End Product").

For example: the item is a magazine template and the end product is the finished magazine.

### How to use a Regular License

**3.4** You can create one End Product for a client, and you can transfer that single End Product to your client for any fee. This license is then transferred to your client.

**3.5** You can make any number of copies of the single End Product, as long as the End Product is distributed for free.

**3.6** You can modify or manipulate a Template. You can combine the Template with other works and make a derivative work from it. The resulting works are subject to the terms of this license. You can do these things as long as the End Product you then create is one that's permitted under article 3.3.

For example: You can license a flyer template, include your own photos, modify the layout and get it printed to promote your event.

#### What not to do with a Regular License

**3.7** You cannot sell the End Product, except to one client. (If you or your client want to sell the End Product, you will need the Extended License, see article 4).

**3.8** You cannot re-distribute a Template as stock, in a tool or template, or with source files. You cannot do this with a Template either on its own or bundled with other items, and even if you modify the Template. You cannot re-distribute or make available a Template as-is or with superficial modifications. These things are not allowed even if the re-distribution is for free.

For example: You can't purchase an HTML template, convert it to a WordPress theme and sell or give it to more than one client. You can't license an item and then make it available as-is on your website for your users to download.

**3.9** You cannot use a Template in any application allowing an end user to customize a digital or physical product to their specific needs, such as an "on demand", "made to order" or "build it yourself" application. You can use a Template in this way only if you purchase a separate license for each final product incorporating a Template that is created using the application.

Examples of "on demand", "made to order" or "build it yourself" applications: website builders, "create your own" slideshow apps, and e-card generators. You will need one license for each product created by a customer, or contact us at info@stampready.net to discuss.

**3.10** Although you can modify a Template and therefore delete unwanted components before creating your single End Product, you cannot extract and use a single component of a Template on a stand-alone basis.

For example: You license a website theme containing icons. You can delete unwanted icons from the theme. But you cannot extract an icon to use outside of the theme.

**3.11** You must not permit an end user of the End Product to extract a Template and use it separately from the End Product.

**3.12** You cannot use a Template in a logo, trademark, or service mark.

## 4. Extended License

**4.1** The Extended License grants you, the purchaser, an ongoing, non-exclusive, worldwide license to make use of the Templates in this bundle offer ("**Extended License**").

**4.2** You are licensed to use a Template to create one single en Product for yourself or for one client (a single application), and the end product may be sold.

4.3 An end product is a customized implementation of a Template ("End Product").

For example: the item is a magazine template and the end product is the finished magazine.

#### How to use an Extended License

**4.4** You can create the End Product for a client, and this license is then transferred from you to your client.

4.5 You can sell and make any number of copies of the single End Product.

**4.6** You can modify or manipulate a Template. You can combine a Template with other works and make a derivative work from it. The resulting works are subject to the terms of this license. You can do these things as long as the End Product you then create is one that is permitted under article 4.3.

For example: you can license a vector, manipulate it and add your own elements to create an illustration that is used as a book cover.

### What not to do with an Extended License

**4.7** This license is a single application license and not a "multi-use" license, which means that you cannot use a Template to create more than one unique End Product.

**4.8** You cannot do this with a Template either on its own or bundled with other items, and even if you modify a Template. You cannot re-distribute or make available a Template as-is or with superficial modifications.

For example: You cannot license a number of vector files, and redistribute/resell them as a clip-art pack.

**4.9** You cannot use a Template in any application allowing an end user to customize a digital or physical product to their specific needs, such as an "on demand", "made to order" or "build it yourself" application. You can use a Template in this way only if you purchase a separate license for each final product incorporating a Template that is created using the application.

Examples of "on demand", "made to order" or "build it yourself" applications: website builders, "create your own" slideshow apps, and e-card generators. You will need one license for each product created by a customer, or contact us at info@stampready.net to discuss.

**4.10** Although you can modify a Template and therefore delete components before creating your single End Product, you cannot extract and use a single component of a Template on a stand-alone basis.

For example: You license a game starter kit. You can delete unwanted 3D models from the file. But you cannot extract and use a 3D model outside of the game starter kit.

**4.11** You must not permit an end user of the End Product to extract a Template and use it separately from the End Product.

4.12 You cannot use a Template in a logo, trademark, or service mark.

**4.13** To purchase this Extended License please contact us at <u>info@stampready.net</u> to discuss.

#### 5. Liability

**5.1** StampReady is not liable for any damages arising out of access to, use of and reliance on the information provided, unless the damage is due to intent or gross negligence on the part of StampReady.

**5.2** StampReady is not liable, either under the law or contract, for any consequential damages of this Bundle Offer. StampReady bears no liability for damage or

additional expenses of any nature whatsoever, arising from the Bundle Offer. StampReady is not liable for damages resulting from errors in the printed matter. Changes and typing errors are therefore reserved. StampReady is not liable in case of any technical failure and/or delays in the purchasing of the Bundle Offer.

# 6. Final provisions

**6.1** StampReady may discontinue or revise these Terms at any time and any or all other aspects of the Bundle Offer at its sole discretion. Such modifications shall be effective immediately upon notice, which may be accomplished by posting the modified Terms on the Website.

**6.2** All copyright and other intellectual property rights in all text, images and other materials on the Website are the property of StampReady. No part of the contents of this Bundle Offer and/or publication may be reproduced or published without the express written permission of StampReady.

**6.3** These Terms shall be governed by and construed in accordance with the laws of the Netherlands. Any dispute shall be exclusively settled by the relevant court in Amsterdam, the Netherlands.

**6.4** For additional information, any complaints regarding the Bundle Offer or any questions, please contact us at <u>info@stampready.net</u>.