

# DIGITAL PRODUCT LICENSE OF USE AGREEMENT

**Effective Date:** 12/05/2025

**Last Updated:** 12/10/2025

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By purchasing, downloading, or using any Digital Product from the Company, you (“User” or “Licensee”) agree to be bound by this Agreement in its entirety.

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## I. GRANT OF LICENSE

### 1.1 License Scope.

Subject to full payment and compliance with this Agreement, the Company hereby grants you a limited, revocable, non-exclusive, non-transferable, and non-sublicensable license to access and use the Digital Product for the permitted use described below.

### 1.2 Permitted Uses.

Unless otherwise explicitly stated at checkout or in the product description, this license allows:

- **Personal Use:** for individual, non-commercial purposes such as self-education or personal development.

### 1.3 Prohibited Uses.

This license strictly prohibits:

- Redistribution, resale, sublicensing, or repackaging of the Digital Product
- Uploading to file-sharing or public access sites (e.g., Dropbox, Google Drive, Notion public boards, Pinterest)
- Rebranding, white-labeling, or presenting the product as your own creation
- Use in software, apps, or AI models without express written permission

- Using the content to create a competitive product or derivative template for sale or free distribution

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## **II. INTELLECTUAL PROPERTY RIGHTS**

### **2.1 Ownership Reserved.**

All intellectual property rights in the Digital Product — including but not limited to copyrights, trademarks, layout, visual design, and proprietary concepts — remain the sole and exclusive property of the Company or its licensors.

### **2.2 No Transfer of Title.**

This Agreement does not constitute a transfer of title or ownership. You receive a license to use — not to own — the digital file(s), design(s), or methodology included within the product.

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## **III. RESTRICTIONS & MONITORING**

### **3.1 Anti-Piracy Enforcement.**

The Company actively monitors digital fingerprinting, unauthorized sharing, and access patterns. Any evidence of license abuse, mass distribution, or unlicensed use will result in:

- Immediate revocation of access
- A cease-and-desist demand
- Possible legal action for infringement and statutory damages under U.S. Copyright Law (up to \$150,000 per violation)

### **3.2 No Sharing Clause.**

This license is for **a single user or licensee only**. Sharing files, login credentials, or distribution rights with clients, colleagues, students, or teams is strictly prohibited unless a multi-user or extended commercial license has been explicitly granted in writing.

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## **IV. ACCESS, AND TECHNICAL SUPPORT**

### **4.1 File Access.**

You are solely responsible for downloading and backing up your files. Access to download links may expire after a specified period, or be restricted following terms of abuse.

#### **4.2 Support Scope.**

We offer limited technical support for accessing files and resolving download errors. We do not provide customization, implementation assistance, or compatibility guarantees with third-party tools.

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### **V. TERMINATION OF LICENSE**

#### **5.1 Breach and Revocation.**

This license will be automatically revoked and deemed null and void if:

- The User breaches any part of this Agreement
- Unauthorized copying, distribution, or infringement is detected
- The User initiates harassment, misuse, or malicious behavior toward the Company or its assets

No refund will be issued upon license termination. Continued use of the product after license revocation constitutes willful infringement.

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### **VI. LIMITATION OF LIABILITY**

To the fullest extent permitted by law:

- The Company disclaims any warranties, express or implied, including fitness for a particular purpose or uninterrupted access
- The Digital Product is provided “as is”
- In no event shall the Company be liable for indirect, incidental, or consequential damages exceeding the original purchase price

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### **VII. GOVERNING LAW & DISPUTE RESOLUTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

**Dispute Resolution:** Any dispute arising under this Agreement shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. No class actions or collective proceedings permitted.

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## **VIII. CONTACT INFORMATION**

For licensing questions, extended-use requests, or technical support:

**Restore MyoHealth LLC**

Email: [restoremyohealth@gmail.com](mailto:restoremyohealth@gmail.com)

Mailing Address: 9905 N Wayne Ave Kansas City, MO 64155

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