

Terms & Conditions

DOWNLOADABLE DIGITAL PRODUCTS

Introduction

These terms and conditions set out the terms and conditions between you, the customer, and Beyond Design UK Limited T/A The Food Brand Guys® (“us”, “we”), governing the use of our downloadable digital products made available through our website or other channels (the “products”). Your use of our website to purchase, download and use our products, constitutes your full acceptance of the following terms and conditions.

License and Use

Your purchase of one of our products constitutes our granting to you of a non-exclusive, non-sublicensable, non-transferable license to download and access that product for the purpose of your own personal use, storage, retention and reference (the “purpose”). You agree that under no circumstances shall you use, or permit to be used, any product other than for the aforesaid purpose. For the avoidance of doubt, you shall not copy, re-sell, sublicense, rent out, share or otherwise distribute any of our products, whether modified or not, to any third party. You agree not to use any of our products in a way which might be detrimental to us or damage our reputation.

Intellectual Property

The products, whether modified or not, and all intellectual property and copyright contained therein, are and shall at all times remain our sole and exclusive property. You agree that under no circumstances, whether the product has been modified or not, shall you have or attempt to claim ownership of any intellectual property rights or copyright in the product.

Refunds

The products that we sell on this platform are digital goods which cannot be “returned”. There are no refunds for digital template purchases. Once a product has been purchased by you, no right of cancellation or refund exists under the Consumer Protection (Distance Selling) Regulations 2000 due to the electronic nature of our products. Any refunds shall be at our sole and absolute discretion. We reserve the right to alter any of our prices from time to time.

Warranties and Liability

We make every effort to ensure that our products are accurate, and fit for the use of our customers. We take no responsibility whatsoever for the suitability of the product, and we provide no warranties as to the function or use of the files, whether express, implied or statutory. You agree to indemnify us against all liabilities, claims, demands, expenses, actions, costs, damages, or loss arising out of your breach of these terms and conditions.

General

These terms and conditions constitute the entire agreement and understanding between you and us for the supply of downloadable digital products, and shall supersede any prior agreements whether made in writing, orally, implied or otherwise. The failure by us to exercise or enforce any right(s) under these terms and conditions shall not be deemed to be a waiver of any such right(s) or operate so as to bar the exercise or enforcement thereof at any time(s) thereafter, as a waiver of another or constitute a continuing waiver. You agree that monetary damages may not be a sufficient remedy for the damage which may accrue to us by reason of your breach of these terms and conditions, therefore we shall be entitled to seek injunctive relief to enforce the obligations contained herein. The unenforceability of any single provision within these terms and conditions shall not affect any other provision hereof. These terms and conditions, your acceptance thereof, and our relationship with you shall be governed by and construed in accordance with English law and both us and you irrevocably submit to the exclusive jurisdiction of the English courts over any claim, dispute or matter arising under or in connection with these terms and conditions or our relationship with you.

Contact

We do not offer support or training for software applications. If you do experience a problem with a particular file, then please email us at hello@thefoodbrandguys.com