

End User License Agreement

Last updated: November 13, 2019

Please read this End User License Agreement ("Agreement") carefully before clicking the "Pay" button, downloading or using Flynt Premium Components ("items").

By clicking the "Pay" button, downloading or using the items, you are agreeing to be bound by the terms and conditions of this Agreement.

This Agreement is a legal agreement between you (either an individual or a single entity) and bleech GmbH ("bleech") and it governs your use of the items made available to you by bleech.

If you do not agree to the terms of this Agreement, do not click on the "Pay" button and do not download or use the items.

The items are licensed, not sold, to you by bleech for use strictly in accordance with the terms of this Agreement.

License

By purchasing a resource ("item" or "files") you are being granted a license to use these files for specific uses under certain conditions.

- bleech grants the user an ongoing, non-exclusive, worldwide license to utilize the digital work ("items").
- You are licensed to use the items to create unlimited end products for yourself or for your clients and the end product may be sold, licensed, sublicensed or freely distributed.

An End Product is one of the following:

- For an item that is a single development resource, the End Product is a customized implementation of the Item. For example, if the item is a Component and the End Product is the customized component within a website.
- For groups of items, an End Product is something that incorporates the item as well as other things, so that it is larger in scope and different in nature than the item. For example, if the item is a set of Components, the End Product is a finished website.

You are allowed to:

- You may create an End Product for a client.
- You may sell, license, sublicense or distribute and make any number of copies of the End Product.

- You may modify or manipulate the item. You may combine the item with other works and make a derivative work from it. The resulting works are subject to the terms of this license.
- This is a 'multi-use' license, which means you may use an Item multiple times, in multiple projects.

You are not allowed to:

- You can't redistribute the item as stock, in a tool or template, or with source files. You can't do this with an item either on its own or bundled with other items, even if you modify the item. You can't redistribute or make the item available as-is or with superficial modifications.
- You must not permit an end user of the End Product to extract the item and use it separately from the End Product.
- The End Product can't be used in a product offered for sale where the item contributes to the core value of the product being sold. For example, converting a purchased product to a template or theme for sale on your website or marketplaces like ThemeForest, Creative Market, etc.

Other license terms:

- You are not required to attribute or link to bleech in any of your projects.
- All the rights for photographs and illustrations used in item are reserved by their legal owners and are presented in the Item for demonstrating purposes.
- bleech will not be responsible for any outcome that may occur during the course of usage of our resources.

Your Suggestions

Any feedback, comments, ideas, improvements or suggestions (collectively, "Suggestions") provided by you to bleech with respect to the items shall remain the sole and exclusive property of bleech.

bleech shall be free to use, copy, modify, publish, or redistribute the Suggestions for any purpose and in any way without any credit or any compensation to you.

Modifications to Items

bleech reserves the right to modify, suspend or discontinue, temporarily or permanently, the items or any service to which it connects, with or without notice and without liability to you.

Updates to Items

bleech may from time to time provide enhancements or improvements to the features / functionality of the items, which may include patches, bug fixes, updates, upgrades and other modifications ("Updates").

Updates may modify or delete certain features and/or functionalities of the items. You agree that bleech has no obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of the items to you.

You further agree that all Updates will be (i) deemed to constitute an integral part of the items, and (ii) subject to the terms and conditions of this Agreement.

Third-Party Services

The items may display, include or make available third-party content (including data, information, applications and other products services) or provide links to third-party websites or services ("Third-Party Services").

You acknowledge and agree that bleech shall not be responsible for any Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. bleech does not assume and shall not have any liability or responsibility to you or any other person or entity for any Third-Party Services.

Third-Party Services and links thereto are provided solely as a convenience to you and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

Term and Termination

This Agreement shall remain in effect until terminated by you or bleech.

bleech may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate immediately, without prior notice from bleech, in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the items and all copies thereof from your computer.

Upon termination of this Agreement, you shall cease all use of the items and delete all copies of the items from your computer.

Termination of this Agreement will not limit any of bleech's rights or remedies at law or in equity in case of breach by you (during the term of this Agreement) of any of your obligations under the present Agreement.

Indemnification

You agree to indemnify and hold bleech and its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (if any) harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of your: (a) use of the items; (b) violation of this Agreement or any law or regulation; or (c) violation of any right of a third party.

No Warranties

The items are provided to you "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind.

To the maximum extent permitted under applicable law, bleech, on its own behalf and on behalf of its affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the items, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, bleech provides no warranty or undertaking, and makes no representation of any kind that the items will meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither bleech nor any bleech's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the items, or the information, content, and materials or products included thereon; (ii) that the items will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the items; or (iv) that the items, its servers, the content, or e-mails sent from or on behalf of bleech are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of or limitations on implied warranties or the limitations on the applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to you.

Limitation of Liability

Notwithstanding any damages that you might incur, the entire liability of bleech and any of its suppliers under any provision of this Agreement and your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by you for the items. To the maximum

extent permitted by applicable law, in no event shall bleech or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, for loss of data or other information, for business interruption, for personal injury, for loss of privacy arising out of or in any way related to the use of or inability to use the items, third-party software and/or third-party hardware used with the items, or otherwise in connection with any provision of this Agreement), even if bleech or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Agreement shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute waiver of any subsequent breach.

Amendments to this Agreement

bleech reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material we will provide at least 30 days' notice 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 items 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 items.

Governing Law

The laws of Germany, excluding its conflicts of law rules, shall govern this Agreement and your use of the items. Your use of the items may also be subject to other local, state, national, or international laws. Contact Information If you have any questions about this Agreement, please contact us.

Entire Agreement

The Agreement constitutes the entire agreement between you and bleech regarding your use of the items and supersedes all prior and contemporaneous written or oral agreements between you and bleech.

You may be subject to additional terms and conditions that apply when you use or purchase other bleech's services, which bleech will provide to you at the time of such use or purchase.