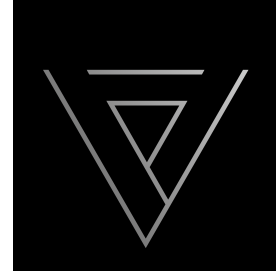


# DIGITAL ITEM POLICY

Last updated April 15th, 2025



## AGREEMENT TO TERMS

This Digital Item Policy ("Policy") governs the terms and conditions under which digital products ("Digital Items") are provided by VEUX Studios, LLC ("**Company**", "**we**", "**us**", or "**our**"). By purchasing, downloading, or accessing any Digital Item, you ("Customer") agree to be bound by this Policy.

This Policy applies to all digital items sold or distributed by the Company, except where explicitly covered under a separate client contract. In the event of a conflict between this Policy and a client contract, the terms of the client contract shall prevail. **IF YOU DO NOT AGREE WITH THESE TERMS, YOU MUST REFRAIN FROM PURCHASING ANY DIGITAL ITEMS PROVIDED BY THE COMPANY.**

## ACCESS TO DIGITAL ITEMS

Upon completion of purchase, the Customer will receive notification of when they will receive access to the Digital Item via our designated service provider, Vidflow, or another third-party platform authorized by the Company. Digital Items may include, but are not limited to, videos, audio recordings, design assets, and other electronically delivered media. The Company is not responsible for any delays in delivery caused by third-party service providers, technical failures, or force majeure events. If third-party services fail to provide the Digital Item, the company will provide an alternate means to obtain the Digital Item.

## NO REFUND POLICY

Due to the nature of digital products, all sales are final. Once a Customer has been granted access to a Digital Item through Vidflow or any other designated platform, refunds, exchanges, or cancellations will not be permitted under any circumstances. By completing a purchase, the Customer acknowledges and agrees that they forfeit the right to request a refund once access has been granted.

If the Customer experiences technical issues that prevent them from accessing the purchased Digital Item, they must notify the Company within 60 days of purchase at [info@veuxstudios.com](mailto:info@veuxstudios.com). The Company will make reasonable efforts to resolve technical issues, but does not guarantee compatibility with all devices, software, or operating systems.

## OWNERSHIP & LICENSE

All Digital Items are the intellectual property of the Company and are protected by copyright laws and other applicable intellectual property rights. The purchase of a Digital Item grants the Customer a limited, non-exclusive, non-transferable, and revocable license to use the Digital

Item for personal, non-commercial use only. The Customer may not modify, distribute, resell, reproduce, or create derivative works based on any Digital Item without the express written permission of the Company.

## **UNAUTHORIZED DISTRIBUTION & ENFORCEMENT**

Customers are strictly prohibited from copying, sharing, reselling, sublicensing, or redistributing any Digital Item in any form. Unauthorized distribution constitutes a violation of intellectual property rights and may result in legal action, including but not limited to monetary damages, injunctive relief, and termination of access to all current and future Digital Items. The Company reserves the right to take appropriate legal action against any individual or entity found to be engaging in unauthorized use or distribution of its Digital Items.

## **DISCLAIMER OF WARRANTIES**

ALL DIGITAL ITEMS, OUR SYSTEMS, THE INFORMATION, THE SERVICES AND THE CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE CANNOT ENSURE THAT ANY FILES OR OTHER DATA YOU DOWNLOAD FROM THE SITE OR OUR THIRD PARTY SERVICE PROVIDERS WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. US, OUR LICENSORS, AND OUR SUPPLIERS, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD-PARTIES' RIGHTS, AND FITNESS FOR A PARTICULAR PURPOSE. WE AND OUR AFFILIATES, LICENSORS AND SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY, COMPLETENESS, SECURITY OR TIMELINESS OF THE CONTENT, INFORMATION OR SERVICES PROVIDED ON OR THROUGH THE USE OF OUR SITE OR OUR SYSTEMS. NO INFORMATION OBTAINED BY YOU FROM THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF USE.

SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTY, SO THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION MAY NOT APPLY TO YOU. IF YOU ARE DEALING AS A CONSUMER, YOUR STATUTORY RIGHTS THAT CANNOT BE WAIVED, IF ANY, ARE NOT AFFECTED BY THESE PROVISIONS. YOU AGREE AND ACKNOWLEDGE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND WARRANTY PROVIDED IN THESE TERMS OF USE ARE FAIR AND REASONABLE.

## **LIMITATION OF LIABILITY**

TO THE EXTENT PERMITTED BY APPLICABLE LAW AND TO THE EXTENT THAT WE ARE OTHERWISE FOUND RESPONSIBLE FOR ANY DAMAGES, WE ARE RESPONSIBLE FOR ACTUAL DAMAGES ONLY. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WE, OUR AFFILIATES, OUR LICENSORS, OUR SUPPLIERS OR ANY THIRD-PARTIES MENTIONED AT THE SITE BE LIABLE FOR ANY INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION RESULTING FROM THE USE OF OR

INABILITY TO USE THE DIGITAL ITEMS, OUR SYSTEMS, INFORMATION, SERVICES OR THE CONTENT WHETHER BASED ON WARRANTY, CONTRACT, TORT, DELICT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY LAW, THE REMEDIES STATED FOR YOU IN THESE TERMS OF USE ARE EXCLUSIVE AND ARE LIMITED TO THOSE EXPRESSLY PROVIDED FOR IN THESE TERMS OF USE.

## **COMPLIANCE WITH LAW, INCLUDING EXPORT CONTROL**

You agree to use the Digital Items in strict compliance with all applicable laws, rulings and regulations and in a fashion that does not, in the sole judgment of us, negatively reflect on the goodwill or reputation of our company and shall take no actions which would cause us to be in violation of any laws, rulings or regulations applicable to us.

We are based in the United States. The United States and certain other jurisdictions control the export of products and information. You agree to comply with all such applicable restrictions and not to export or re-export the Digital Item to countries or persons prohibited under the United States or other applicable export control laws or regulations. If you access and download the Digital Item or information, you represent that you are not in a country where such export is prohibited or are not a person or entity to which such export is prohibited. You are solely responsible for compliance with the laws of your local jurisdiction and any other applicable laws regarding the import, export, or re-export of the Digital Item.

## **JURISDICTION**

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU HEREBY EXPRESSLY AGREE THAT ANY PROCEEDING ARISING OUT OF OR RELATING TO YOUR USE OF THE SITE, OUR SYSTEMS, INFORMATION, SERVICES AND CONTENT SHALL BE INSTITUTED IN A STATE OR FEDERAL COURT SITTING IN THE COUNTY OF OKLAHOMA, STATE OF OKLAHOMA, UNITED STATES OF AMERICA AND YOU EXPRESSLY WAIVE ANY OBJECTION THAT YOU MAY HAVE NOW OR HEREAFTER TO THE LAYING OF THE VENUE OR TO THE JURISDICTION OF ANY SUCH PROCEEDING. YOU AGREE THAT ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO YOUR USE OF THE WEBSITE, OUR SYSTEMS, INFORMATION, SERVICES AND/OR CONTENT MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE.

## **GOVERNING LAW AND LANGUAGE**

To the fullest extent permitted by law, this Digital Item Policy is governed by the internal substantive laws of the State of Oklahoma, U.S.A. excluding (i) Oklahoma's conflicts of laws principles. To the fullest extent permitted by law, the controlling language for this Digital Item Policy is English.

## INDEMNIFICATION

The Customer agrees to indemnify, defend, and hold harmless the Company, its affiliates, officers, directors, employees, agents, licensors, and service providers from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or related to:

- (a) The Customer's use or misuse of the Digital Items;
- (b) Any violation of this Policy by the Customer;
- (c) Any infringement of intellectual property rights or other rights of any third party caused by the Customer's use of the Digital Items.

The Company reserves the right to assume exclusive defense and control of any matter subject to indemnification, in which case the Customer agrees to cooperate fully with the Company's defense.

## VIOLATION OF THIS POLICY

We reserve the right to disclose any information we have about you, to include your identity and personal data, if in our sole discretion, determine that such disclosure is necessary in connection with any legal subpoena, investigation, or complaint regarding your use of our Site, or to identify, contact, or bring legal action to bear against someone who may be causing interference with, or injury to (either unintentionally or intentionally) our customers, rights or property of visitors to or users of our Site, or our rights or property. We further reserve the right at all times to release any information we deem required to comply with any governmental request, legal process, regulation, or applicable law. We may also disclose any and all of your information when we determine that an applicable law requires us to, or such disclosure is permitted, to include exchanging information with other organizations or companies for fraud protection purposes.

You acknowledge and agree in this Policy that our company may preserve any and all communications or transmittals by you with us through direct use of the Site, or any service we offer on or through the Site, and may disclose the aforementioned data if required to do so by law or we in our sole discretion determine such preservation and disclosure of information is reasonably necessary to (a) comply with any legal process, (2) respond to any claims that such data violates the rights of others, (3) enforce these Terms of Use, or (4) protect the rights, property or personal safety of our users of visitors to the Site, the public, our property or personal safety, or the same of our employees.

You agree that our company may, in our sole discretion and without any prior notice, terminate or suspend your access, and/or block any and all future access to your Digital Items if we determine you have violated our our Digital Item Policy, or any other guidelines or agreements that are associated with your use of our Site. You also hereby agree that any violation by you of this Digital Item Policy will be considered unfair business practices, unlawful, and will cause irreparable harm to our company, for which monetary damages would be insufficient, and you hereby consent to us pursuing and obtaining any equitable relief or injunctive that We deem

appropriate or necessary in such circumstances. These remedies are in addition to any other remedies we may have in equity or at law.

You agree that our company may, in our sole discretion and without any prior notice, terminate or suspend your access to our Digital Items and/or Site, to include, but not limited to the following causes (1) requests by government agencies or law enforcement, (2) account deletion requests made by you, (3) material modification or discontinuance of services offered on or by our Site, (4) discontinuance of our Site, or (5) unexpected technical issues. Upon termination or suspension, you will immediately (a) cease and desist use of the Site, and (b) destroy any and all copies you have made of the Content or Marks of the Site. Accessing our Site, or services provided through the Site after such suspension, termination, or discontinuation of access shall constitute an act of trespass.

We reserve the right to take any legal action against you as a result of any violation of this Digital Item Policy. If we do take legal action against you, we will be entitled to recover from you, and you agree to pay, all reasonable attorney cost and fees of such action. In addition, you agree to remit to any relief granted to us through such legal action. You further agree that we will not be liable to any Third-Party, or you, for termination of your access to our Site as a result of any violation of these Terms of Use

## **GENERAL**

You may not assign this Policy or any of your interests, rights or obligations under these Policy. If any court or tribunal of competent jurisdiction finds any of the provisions of this Policy to be void or unenforceable, such provisions shall be eliminated to the minimum extent legally necessary, and/or replaced with a valid provision which typifies to the maximum extent possible the intent of this Policy, so that this Policy shall persist in full force and effect. Any and all other oral or written agreements and/or understandings previously entered into by us and you with respect to such use are cancelled and superseded by this Policy. We will not accept any counter offers to this Policy, and hereby categorically reject all counter offers unless we enter into a separate purchase agreement with you. Our failure to enforce or insist on strict performance of this Policy will not be misconstrued as a waiver of the Policy by us, nor will any course of conduct between us and you, or by any Third-Party be deemed to nullify or modify any provision of this Policy. You hereby agree that this Policy will not be construed or interpreted to confer any remedies or rights on any Third-Parties.

## **WRITTEN DOCUMENT**

You may preserve this Policy in written form by printing them for your records, and you waive any other requirement that this Policy be evidenced by a written document.

## **COMPLETE AGREEMENT**

EXCEPT AS EXPRESSLY PROVIDED IN A SEPARATE LICENSE, SERVICE OR OTHER WRITTEN AGREEMENT BETWEEN YOU AND US OR IN THE APPLICABLE COMPANY RATE AND SERVICE GUIDE OR COMPANY TARIFF, THESE TERMS OF USE CONSTITUTE THE

ENTIRE AGREEMENT BETWEEN YOU AND US WITH RESPECT TO THE USE OF THE SITE, OUR SYSTEMS, AND ANY SOFTWARE OR SERVICE, INFORMATION AND CONTENT CONTAINED THEREIN, AND SUPERSEDE ALL DISCUSSIONS, COMMUNICATIONS, CONVERSATIONS AND AGREEMENTS CONCERNING THE SUBJECT MATTER HEREOF.

## **AMENDMENTS**

The Company reserves the right to modify or update this Policy at any time without prior notice. Any changes will take effect immediately upon posting on the Company's official website. The Customer's continued use of the Digital Items after such modifications constitutes acceptance of the updated Policy.

## **CONTACT US**

In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at:

**VEUX Studios, LLC**  
**6729 Well Oak Cir**  
**Oklahoma City, OK 73127**  
**United States**  
**Phone: 323.486.3193**  
[jamesgoodwin@veuxstudios.com](mailto:jamesgoodwin@veuxstudios.com)