

# Terms of Service

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By clicking the “I have read and agree” checkbox (or button) presented at checkout before your purchase is completed, you have accepted the terms of the License Agreement and also these Terms. By doing so, you represent and warrant that you have read and agree to this License Agreement and the Terms, which shall be referred to collectively as the “Agreement.”

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- Licensee shall not use the Products in violation of applicable law.
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## 10. Changes to These Terms

We may update these Terms from time to time. Updates will be posted on the Site with a revised Effective Date. Continued use of the Products after any change in these Terms will constitute Licensee's acceptance of the updated Terms.

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## 11. Fees; Refund

The license fee is listed at the time of purchase. Fees are non-refundable except as provided the Agreement. Because the Products are digital, downloadable goods delivered immediately upon purchase, all sales are generally final. We offer refunds only in the following circumstances:

- Duplicate purchase – you were charged more than once for the same Product;
- Technical access issues – you are unable to access or download the Product and our support team is unable to resolve the issue within three (3) business days; or
- Materially incorrect files – the files delivered are substantially different from what was advertised, or are corrupted and cannot be repaired or replaced.

In other circumstances, including but not limited to Licensee's failure to review the Agreement, Licensee's failure to read the Product description, or incompatibility with software or systems not listed as supported, no refund will be issued.

Refund requests must be submitted within fourteen (14) days of purchase to our support email below, and Licensee must include Licensee's order number and a description of the issue. The Company will respond within ten (10) business days. If a refund is approved, such approved refund will be issued to the original payment method within ten (10) business days from date of approval and may be subject to additional processing time imposed by your bank or payment provider.

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## 12. No Professional Relationship

Licensee's use of the Products does not create any professional relationship between the Company and Licensee, including but not limited to attorney-client relationship, accountant-client or consultant-client relationship, or any other professional relationship.

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## 13. Equitable Relief

Licensee acknowledges that a breach or threatened breach of the Agreement would cause the Company irreparable harm for which monetary damages would be an inadequate remedy. Accordingly, the Company is entitled to seek injunctive relief, specific performance, and other equitable remedies, without any requirement to post bond or to prove actual damages, in addition to all other remedies available at law or in equity.

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## 14. Non-Compete

During the term of this license and for twelve (12) months after its termination, Licensee shall not use the Products or any confidential information derived from them to develop, market, or sell any product or service that reproduces, adapts, or is substantially derived from the Products, anywhere the Company markets the Products.

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## 15. Non-Solicitation

During the term of this license and for twelve (12) months after its termination, Licensee shall not solicit, for any competing template or toolkit product, any customer of the Company that Licensee became aware of through the Agreement or solicit for employment any employee or contractor of the Company with whom Licensee had contact through the Agreement.

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## 16. Audit

On reasonable prior notice and no more than once in any twelve (12) month period, the Company may inspect and audit Licensee's use of the Templates to verify compliance with the Agreement. If an audit reveals use exceeding the scope permitted by the Agreement, Licensee shall promptly pay the applicable fees for such excess use and, where the excess is material, the reasonable costs of the audit.

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## 17. Assignment

Licensee shall not assign, delegate, or otherwise transfer the Agreement or any of its rights or obligations, whether voluntarily, involuntarily, by merger or reorganization, or by operation of law, without the Company's prior written consent, which the Company may withhold in its sole discretion. Any merger, consolidation, or reorganization involving Licensee is deemed a transfer requiring consent. Any purported transfer in violation of this Section is void. The Company may freely assign the Agreement. The Agreement binds and benefits the parties and their permitted successors and assigns.

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## 18. Severability

If any provision of the Agreement is held invalid, illegal, or unenforceable, that provision shall be modified to the minimum extent necessary to make it enforceable or, if it cannot be so modified, severed, and the remaining provisions shall remain in full force and effect.

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## 19. Entire Agreement

The Agreement and Privacy Policy (available at <https://opsreadyit.kptechconcepts.com/privacy> and incorporated by reference herein), constitute the entire agreement between Licensee and Company regarding the Products. In the event of a conflict between the Agreement and any incorporated document, the Agreement shall control. The Agreement may not be amended or modified except by a written instrument signed or published by Company.

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## Contact

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