

License Agreement & Terms of Use

For purchasers of the Western Landscapes Collection digital art bundles

Plain-English summary: When you buy this bundle, you (the purchaser) get a limited, non-transferable license to use the digital art for your own personal enjoyment and for physical print-on-demand (POD) products you create, up to a maximum of 100 prints per design across all formats combined. You may not share, sell, give away, or redistribute the digital files in any way, in any format, to anyone. The full legal terms below govern.

1. Parties & Subject Matter

This License Agreement ("Agreement") is entered into between **Built by Josh Studio LLC**, a Kansas limited liability company (Kansas Business ID: **10076138**; formed May 13, 2026; resident agent: Northwest Registered Agent LLC; registered office: 4601 E. Douglas Ave. STE 150, Wichita, KS 67218) doing business as **BBJ Studio** ("Licensor," "we," or "us"), and the individual or entity who purchases a digital art bundle from the Western Landscapes Collection ("Licensee," "you," or "your"). This Agreement governs your use of the digital image files included in the bundle (the "Files"), which depict Western Zodiac Landscapes (Oil-Painted Scenes).

This Agreement takes effect on the date you complete your purchase and is binding on you upon download or first use of the Files, whichever occurs first.

2. Grant of License

Subject to your full compliance with this Agreement and timely payment of all applicable fees, Licensor grants you a **limited, non-exclusive, non-transferable, non-sublicensable, revocable** license to use the Files solely as follows:

- a. **Personal Use.** You may view, display, and use the Files for your own personal, non-commercial enjoyment, including printing and displaying the Files in your own home or personal residence.
- b. **Limited Print-on-Demand (POD).** You may use the Files to produce physical print-on-demand products (such as framed prints, posters, canvases, mugs, t-shirts, phone cases, and similar tangible goods) intended for sale, gifting, or personal use, **subject to a strict and cumulative cap of one hundred (100) physical units printed per individual design, across all formats, sizes, channels, and time periods combined.** The 100-print cap is per design (i.e., per unique image), not per bundle, per format, or per platform.

3. Restrictions on Use

Except as expressly permitted in Section 2, you shall not, and shall not permit any third party to:

- Copy, share, distribute, transmit, publish, upload, post, sublicense, sell, lease, rent, transfer, assign, or otherwise make the digital Files available to any third party, in any format, by any means, in whole or in part. This prohibition includes (without limitation) posting to file-sharing services, cloud drives accessible to others, social media as downloadable assets, AI training datasets, blockchain or NFT marketplaces, stock-image platforms, design marketplaces, or any other public or private channel of redistribution.
- Use the Files as input, training data, reference data, or seed images for any artificial intelligence model, machine learning system, generative model, or similar technology.

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- Mint, tokenize, or associate the Files with any non-fungible token (NFT), cryptocurrency, or blockchain asset.
 - Modify the Files in any way that misrepresents the Files as your own original creation, falsely claims authorship, or alters identifying marks (if any).
 - Use the Files in any product, design, branding, logo, or trademark intended to be registered or claimed as your own intellectual property.
 - Exceed the 100-print cap set forth in Section 2(b). The cap applies cumulatively across all print runs, formats, vendors, and platforms — there is no reset.
 - Use the Files for or in connection with any unlawful, defamatory, obscene, hateful, harassing, or otherwise objectionable purpose; or in any manner that disparages Licensor.
 - Remove, obscure, or alter any copyright notice, watermark, attribution, or proprietary legend on the Files (whether visible in the image or embedded in file metadata).

4. Intellectual Property Ownership

All right, title, and interest in and to the Files, including all copyrights, trademarks, trade dress, and other intellectual property rights therein, are and shall remain the exclusive property of Built by Josh Studio LLC. This Agreement does not transfer any ownership rights to you. Your purchase grants you only the limited license described in Section 2 — nothing more. All rights not expressly granted herein are reserved to Licensor.

5. Disclosure Regarding Artificial Intelligence

You acknowledge and agree that: The Files were created by Licensor using a combination of human creative direction and artificial intelligence (AI) image generation tools, including but not limited to Leonardo.ai. Licensor has selected, curated, refined, post-processed, and arranged the Files in a manner that reflects original creative expression. However, you understand that the copyright status of AI-assisted creative works is an evolving area of law and may vary by jurisdiction. Licensor makes no representation or warranty regarding the scope or enforceability of copyright protection in any specific jurisdiction. By purchasing, you acknowledge this disclosure and accept the Files with full awareness of how they were created. **This Agreement is your sole and exclusive source of rights to use the Files, regardless of the underlying copyright status.**

6. Disclaimer of Warranties

THE FILES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. LICENSOR DOES NOT WARRANT THAT THE FILES WILL MEET YOUR REQUIREMENTS, BE COMPATIBLE WITH ANY SPECIFIC PRINTING SERVICE, OR ACHIEVE ANY PARTICULAR COMMERCIAL OUTCOME. YOU ASSUME ALL RISK ARISING FROM YOUR USE OF THE FILES.

7. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (A) YOUR USE OF OR INABILITY TO USE THE FILES; (B) ANY UNAUTHORIZED ACCESS TO OR USE OF THE FILES BY THIRD PARTIES; (C) ANY CONTENT OBTAINED FROM THE

FILES; OR (D) ANY OTHER MATTER RELATING TO THIS AGREEMENT. LICENSOR'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT YOU PAID FOR THE BUNDLE.

8. Indemnification

You agree to defend, indemnify, and hold harmless Licensor, its officers, members, employees, and agents from and against any and all claims, damages, obligations, losses, liabilities, costs, or debt, and expenses (including but not limited to attorneys' fees) arising from: (a) your use or misuse of the Files; (b) your violation of any term of this Agreement; or (c) your violation of any third-party right, including without limitation any copyright, property, or privacy right.

9. Refunds & Termination

Due to the nature of digital products, **all sales are final and non-refundable** once the Files have been delivered or downloaded. Licensor reserves the right to terminate this Agreement immediately, without notice, if you breach any term hereof. Upon termination, you must cease all use of the Files and destroy all copies in your possession or control. Sections 3 (Restrictions), 4 (Intellectual Property), 6 (Disclaimer), 7 (Limitation), 8 (Indemnification), and 10 (Governing Law) survive termination.

10. Governing Law, Venue, and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas, without regard to its conflict-of-laws principles. Any dispute, controversy, or claim arising out of or relating to this Agreement, including the breach, termination, or validity hereof, shall be resolved exclusively in the state or federal courts located in Kansas, and you hereby consent to the personal jurisdiction and venue of such courts.

11. General Provisions

Entire Agreement. This Agreement constitutes the entire agreement between you and Licensor regarding the Files and supersedes all prior or contemporaneous understandings. **Severability.** If any provision is held unenforceable, the remaining provisions shall continue in full force and effect. **No Waiver.** No failure or delay by Licensor in exercising any right hereunder shall operate as a waiver. **Assignment.** You may not assign this Agreement without Licensor's prior written consent. Licensor may assign this Agreement freely. **Updates.** Licensor may update this Agreement for future purchases; the version delivered with your purchase governs your bundle.

12. Notices & Service of Process

Service of legal process on Built by Josh Studio LLC shall be made through its resident agent: Northwest Registered Agent LLC, 4601 E. Douglas Ave. STE 150, Wichita, KS 67218.

Routine inquiries regarding this Agreement (licensing scope, extended licensing requests, or general questions) should be directed to Built by Josh Studio LLC through your original point of purchase or via the official BBJ Studio support channel.

BY DOWNLOADING OR OTHERWISE USING THE FILES, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS.

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