

DIGITAL CONTENT SALES AGREEMENT

This Digital Content Sales Agreement ("Agreement") is entered into as of the date of purchase by the Buyer ("Buyer") from the Seller ("Seller"). This Agreement sets out the terms for the sale, use, and distribution of the digital content described below.

1. Parties

1.1 Seller: The individual or entity known as "TRKCORP" on the Gumroad platform.

1.2 Buyer: The individual or entity purchasing the digital content.

2. Description of the Digital Content

2.1 Product: 3D content created for use on the Roblox platform, saved in RBXM file format, and accessible for use within Roblox projects.

2.2 Properties: Specific details about the product are provided in the "Description" field on the product's Gumroad page.

2.3 Digital Nature: The product is a **digital-only 3D model** designed for use within the Roblox platform. **It has no physical or printable format and cannot be converted into a physical good.**

3. Ownership

3.1 The Seller retains all ownership rights to the product, including intellectual property rights.

3.2 The Buyer is granted limited usage rights as outlined in this Agreement. Ownership of the product is **not** transferred to the Buyer.

4. Pricing and Payment Terms

4.1 Price: The price of the product is the amount listed on the Gumroad website at the time of purchase.

4.2 Payment: Full payment must be completed before the Buyer is granted access to the product.

4.3 Payment Processing Disclaimer:

- **Payment Transactions:** All transactions for this product are processed through **Gumroad**, an independent payment processor. The Seller **does not directly handle payments** and has no control over the processing, acceptance, or rejection of transactions.
- **Payment Disputes & Chargebacks:** If the Buyer encounters a **failed payment, double charge, unauthorized transaction, or chargeback**, these matters must be

resolved directly with Gumroad's payment support team. The Seller is **not responsible** for resolving payment disputes between the Buyer and Gumroad.

- **Processing Errors & Delays:** The Seller is **not liable** for any delays, declined transactions, or technical errors that occur during the payment process on Gumroad's platform. The Buyer acknowledges that Gumroad is responsible for handling such matters.

5. Refund Policy

5.1 The product is **non-refundable**.

5.2 Since the product is digital content, it cannot be returned or refunded due to the nature of its storage, copying, or reproduction after purchase.

6. License and Usage Rights

6.1 Permitted Use

- The Buyer is granted a **personal, non-exclusive, and non-transferable license** to use the product in their own Roblox projects.

6.2 Prohibited Uses

(a) **Resale & Distribution:** The product may **not** be resold, distributed, sublicensed, or shared in any form without written permission from the Seller.

(b) **Intellectual Property Compliance:** The Buyer may not use the product in any way that violates intellectual property laws or Roblox's terms of service.

(c) **Modifications:**

- The Buyer is **only** allowed to recolor the product for personal use.
- **No other changes**, such as editing, altering, or reverse-engineering, are permitted.
- **Regardless of whether the product is recolored or remains in its original state, it may not be shared, resold, or distributed in any form. The Seller retains full ownership rights at all times.**

6.3 Access Restrictions

- Access to the product is granted **only to the Buyer**.
- Sharing download links, credentials, or any other means of access is **strictly prohibited**.

6.4 License Revocation

- The Seller reserves the right to **revoke the Buyer's license** if these terms are violated.
- The Seller may also disable access to the product or take legal action against the Buyer for unauthorized distribution or misuse.

7. Age Restriction & Legal Guardian Clause

7.1 According to Gumroad's Terms of Service, their platform is intended for individuals **18 years of age or older**.

7.2 If the Buyer is under 18 years old, they **must have parental or legal guardian supervision** to complete this purchase.

7.3 If a transaction occurs where the Buyer is under 18, their **legal guardian** will be recognized as the actual Buyer and will be bound by this Agreement.

8. Disclaimers and Limitation of Liability

8.1 The product is provided "**as is**," with no guarantees or warranties, including but not limited to fitness for a specific purpose or compatibility with future software updates.

8.2 The Seller is **not responsible** for damages or issues arising from the use or inability to use the product.

9. Support and Updates

9.1 Support: The Seller may provide limited support for the product at their discretion. Details about support availability are on the product page.

9.2 Updates: Updates, if any, are offered solely at the Seller's discretion and may be subject to additional terms.

10. Termination

10.1 This Agreement cannot be terminated by the Buyer after the purchase is made and the terms are accepted.

10.2 The Seller may terminate this Agreement at their discretion, particularly in cases of misuse or a breach of the terms by the Buyer.

11. Governing Law and Dispute Resolution

11.1 Governing Law: This Agreement shall be governed by and interpreted under the laws of the jurisdiction where the Seller resides or conducts business.

11.2 Dispute Resolution: Any disputes shall first be addressed through mutual discussion. If unresolved, the Seller reserves the right to pursue legal action in their jurisdiction.

12. Entire Agreement

12.1 This Agreement contains the complete understanding between the Buyer and the Seller and replaces any prior discussions or agreements.

13. Buyer Acknowledgment and Agreement

13.1 By purchasing the product, the Buyer acknowledges and accepts the terms outlined in this Agreement.

13.2 The Buyer agrees to take full responsibility for following these terms and accepts any legal consequences if they fail to comply.

13.3 Completing the purchase serves as the Buyer's **digital signature**, legally binding them to this Agreement.

13.4 The Buyer waives any claim of not having read or understood the terms before purchase.

