Terms and Conditions for NextStart.io

Owner and Operator: Jeremy Colegrove

Website: nextstart.io

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1. Introduction

Welcome to nextstart.io. These Terms and Conditions ("Terms") govern your access to and use of the Next.JS template kit ("Service") provided through nextstart.io. By purchasing and using the Service, you agree to comply with and be bound by these Terms.

2. License and Use Restrictions

a. **Grant of License**: Upon purchase, you are granted a non-exclusive, non-transferable, revocable license to use the Next.JS template kit for developing your own projects.

b. **Restrictions**:

- You may not resell, redistribute, or sublicense the Next.JS template kit or any part of it.
- You may not share your login credentials or access to the Service with others.
- The Service may not be used for any unlawful or prohibited purpose.

3. Intellectual Property

All content provided through the Service, including but not limited to source code, documentation, graphics, and templates, is the property of Jeremy Colegrove and is protected by copyright and intellectual property laws. You are allowed to use the software in any commercial setting after purchasing the product, given that you follow the terms and conditions.

4. Payment and Access

a. **Fees**: The fee for the Service is stated on nextstart.io and must be paid in full prior to accessing the Service.

b. **No Refunds**: Due to the digital nature of the Service, all sales are final. No refunds will be provided once access is granted.

c. **Failure to Pay**: If payment is not received or payment method is declined, access to the Service will not be provided.

5. Modifications to Service

Jeremy Colegrove reserves the right to modify or discontinue the Service, temporarily or permanently, with or without notice to you. You agree that Jeremy Colegrove shall not be liable to you or any third party for any modification, suspension, or discontinuance of the Service.

6. Termination

Your license to use the Service may be terminated by Jeremy Colegrove if you fail to comply with any term or condition of these Terms. Upon termination, you must cease all use of the Service and destroy all copies of any materials provided.

7. Disclaimer of Warranties

The Service is provided "as is" and "as available" without any warranties, expressed or implied, including but not limited to the implied warranties of merchantability or fitness for a particular purpose. Jeremy Colegrove does not warrant that the Service will be uninterrupted or error-free.

8. Limitation of Liability

In no event shall Jeremy Colegrove be liable for any direct, indirect, incidental, special, consequential, or exemplary damages arising from or in connection with the use or inability to use the Service.

9. Indemnification

You agree to indemnify and hold harmless Jeremy Colegrove from any claims, damages, expenses, and liabilities arising from your use of the Service or your breach of these Terms.

10. General Provisions

a. **Governing Law**: These Terms shall be governed by the laws of your state/country, without regard to its conflict of law principles.

b. **Changes to Terms**: Jeremy Colegrove reserves the right to modify these Terms at any time, effective upon posting of an updated version on the website.

c. **Contact Information**: For any questions or concerns regarding these Terms, please contact us at jeremymcolegrove@gmail.com.