

Digital Product Terms and License

McBride Restaurant Consulting LLC

Version 1.1

1. Agreement

These Digital Product Terms and License ("Terms") apply to each digital toolkit, checklist, template, guide, worksheet, audit, or other downloadable or electronically delivered product sold by McBride Restaurant Consulting LLC ("McBride"). "Buyer" means the person or business identified in the order record.

These Terms become effective only when Buyer electronically accepts them and the applicable payment is successfully completed.

2. License Grant

After full payment, McBride grants Buyer a limited, nonexclusive, nontransferable, revocable license to use the purchased product for Buyer's personal professional development or internal operations within the purchasing business.

Buyer may print reasonable working copies and may adapt blank fields, schedules, checklists, or internal forms for use inside the purchasing business. Ownership of the product and its underlying content does not transfer to Buyer.

3. Prohibited Uses

Buyer may not:

- Resell, sublicense, rent, share, distribute, publish, post, upload, or give the product to another person or business.
- Copy the product for another restaurant, franchisee, affiliate, client, consulting customer, or employer not covered by the purchase.
- Remove copyright, trademark, attribution, or proprietary notices.
- Use the product to create or sell a competing template, toolkit, course, guide, consulting deliverable, or derivative commercial product.
- Place the product in a shared library, public drive, membership site, marketplace, artificial-intelligence training dataset, or other location accessible outside the purchasing business.
- Represent the product as Buyer's original work.

Buyer may request an additional license for multi-business, franchise, training-provider, or consulting use.

4. Copyright and Ownership

The product, design, text, structure, examples, checklists, methods, and accompanying materials are owned by McBride or its licensors and are protected by copyright and other intellectual-property laws. All rights not expressly granted are reserved.

McBride Restaurant Consulting LLC. All rights reserved.

5. Educational and Operational Disclaimer

Digital products provide general educational and restaurant-operations information. They are not customized to Buyer's restaurant and do not constitute legal, tax, accounting, mental-health, medical, food-safety certification, insurance, employment-law, or licensed human-resources advice.

Buyer is responsible for reviewing each product, adapting it to the restaurant's actual operation, checking applicable law and employer policies, training users, and deciding whether and how to implement it.

6. No Guaranteed Results

McBride does not guarantee that a product will reduce labor or food cost, increase revenue or profit, improve safety or compliance, resolve an employment issue, improve retention, or produce any other particular result. Results depend on accurate inputs, consistent implementation, management follow-through, market conditions, and factors outside McBride's control.

7. Delivery and Access

The product will be delivered or made accessible using the method stated at checkout, which may include email delivery or an access link after payment confirmation. Buyer is responsible for providing an accurate email address, checking spam or security filters, downloading the product promptly, and maintaining a backup copy.

Buyer should contact McBride if the purchased file is not received within the delivery period stated at checkout or if the file cannot be opened.

8. Refund Policy

Because digital products can be copied immediately after delivery, sales are final once the file or access link has been sent, downloaded, or accessed, except for:

- A duplicate charge.
- Delivery of the wrong product.
- A materially corrupted or unusable file that McBride cannot replace within a reasonable time.
- A refund required by applicable law.

Buyer must report a delivery or file problem within seven days after purchase and provide the order email and transaction information. McBride may first replace the file, correct access, or deliver the correct product before issuing a refund.

9. Updates and Support

The purchase includes the version delivered at the time of sale. Future updates, customization, implementation, consulting, coaching, or technical support are not included unless expressly stated in the product description or order.

10. Disclaimer of Warranties

To the fullest extent permitted by law, the product is provided "as is" and "as available." McBride disclaims implied warranties of merchantability, fitness for a particular purpose, title, and noninfringement, except that McBride represents it has the right to grant the license stated in these Terms.

Some jurisdictions do not allow every warranty disclaimer, so the disclaimer applies only to the maximum extent permitted by law.

11. Limitation of Liability

To the fullest extent permitted by law, McBride will not be liable for indirect, incidental, special, punitive, exemplary, or consequential damages, lost profits, lost revenue, lost data, employment decisions, operational losses, or business interruption arising from the product or its use.

McBride's total aggregate liability concerning a digital product will not exceed the amount Buyer paid for that product. This limitation does not apply where prohibited by law or to liability caused by fraud, gross negligence, or willful misconduct.

12. Indemnification

Buyer will defend and indemnify McBride from third-party claims, damages, and reasonable costs arising from Buyer's unlawful use, unauthorized distribution, modification, implementation, or violation of these Terms, except to the extent caused by McBride's gross negligence or willful misconduct.

13. Termination of License

The license terminates automatically if Buyer materially violates these Terms. Upon termination, Buyer must stop using and distributing the product and delete unauthorized copies. Payment obligations, ownership rights, disclaimers, liability limits, indemnification, and dispute terms survive termination.

14. Governing Law and Disputes

Washington law governs these Terms without regard to conflict-of-law rules. The parties will first attempt in good faith to resolve a dispute through written notice and direct discussion. Any court proceeding must be brought in an eligible small-claims court or a state or federal court located in King County, Washington.

15. Electronic Acceptance and Records

Typing a legal name, checking the Digital Product Terms box, and continuing to payment constitutes an electronic signature and acceptance. The acceptance record may include Buyer's name, business name, email, purchased product, price, terms version, timestamp, and technical transaction information.

Contact

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These terms are a business template and should be reviewed by a Washington attorney before reliance in a material dispute.