

Omi

License & Terms of Use

EFFECTIVE DATE: AUGUST 12, 2026

These License and Terms of Use (the “Terms”) are an agreement between Ely Creative Studio LLC, doing business as Ely Creative Studio (“Ely Creative Studio,” “we,” “us,” or “our”), and the person or business that purchases, downloads, accesses, or uses the Omi Showit website template (“you” or the “Licensee”).

By purchasing, downloading, accessing, or using Omi, you acknowledge that you have read, understood, and agree to these Terms. If you are purchasing for a business or client, you represent that you have authority to accept these Terms on the applicable party’s behalf.

Plain-language summary
One purchase licenses Omi for one live website only. You may use it for your own business or customize it for one client, but not both. You may customize the design extensively, but you may not share the Share Key, resell the template, create derivative templates for sale or distribution, or reuse any part of it on additional websites without purchasing another license.

QUICK LICENSE GUIDE

What your purchase allows

PERMITTED	NOT PERMITTED
• Use on one live website • Customize colors, fonts, images, copy, and layouts • Use for your own business or one client • Keep a private backup or staging copy for that same website	• Reuse on a second website • Share or publish the Showit Share Key • Resell, gift, sublicense, or redistribute the template • Use Omi to create templates or products for others

The full terms below control. This summary is provided only for convenience and does not replace or limit the remaining provisions.

1. DEFINITIONS

What these terms cover

“Omi” or the “Template” means the Omi Showit design and all template-specific layouts, canvases, page structures, design elements, written instructions, downloadable files, and access credentials or Share Keys provided with the purchase. It does not include your own content or separately licensed third-party materials.

“One Website” means one public-facing website for one business, brand, or client, ordinarily operating under one primary domain. A private development, staging, or backup copy used solely to build or maintain that same website does not count as a second website.

“Custom Content” means the Licensee's own text, photographs, logos, branding, trademarks, and other original or properly licensed materials added to the Template.

2. LICENSE GRANT

A limited single-site license

Subject to full payment and continued compliance with these Terms, Ely Creative Studio grants you a limited, non-exclusive, non-transferable except as expressly allowed for a client handoff, non-sublicensable, revocable license to:

- Install and use Omi for One Website.
- Customize the Template's colors, fonts, images, copy, layout, and content for that One Website.
- Display the completed customized website publicly for your own business or for one client.
- Maintain a private backup, development, or staging copy solely for that same licensed website.

No ownership interest in Omi is sold or transferred. All rights not expressly granted in these Terms are reserved by Ely Creative Studio.

3. ONE WEBSITE MEANS ONE LICENSE

Additional websites require additional purchases

Each separate website, business, brand, client, sub-brand with a separate site, or additional domain displaying a separate implementation of Omi requires its own license. A redesign, duplicate, translated version on a separate site, or substantially similar copy created from Omi is an additional use.

Example

You may use one purchase for your own travel-advisor website or for one client's website. You may not use the same purchase for both, and a designer may not reuse Omi across multiple client projects.

4. CLIENT-PROJECT USE

Permitted only for one end client

If you purchase Omi to customize for a client, the following additional conditions apply:

- The license is limited to one identified client and one live website.
 - You must personally perform or supervise the customization for that client.
 - You may transfer the completed, customized website to the client's Showit account using Showit's official handoff or transfer process.
 - You may not provide the original template package, an uncustomized copy, or the original Share Key to the client or any third party.
 - After handoff, the client may maintain and update that licensed website but may not reuse Omi for another website, business, or client.
 - You remain responsible for ensuring the client understands and complies with the use restrictions that apply to the Template.
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5. RESTRICTIONS

Uses that are expressly prohibited

You may not, directly or indirectly:

- Resell, redistribute, share, gift, sublicense, lease, lend, publish, or otherwise provide Omi or any Share Key to another person.
- Use one purchase for more than One Website or more than one client.
- Upload the Template or Share Key to a shared drive, membership, course portal, marketplace, template library, public repository, or other location accessible by unlicensed users.
- Copy, extract, package, or sell individual pages, canvases, layouts, components, or design elements from Omi as templates, design kits, or standalone products.
- Create, market, sell, distribute, or give away a derivative website template, theme, page kit, course resource, or competing product based on Omi, even if modified.
- Claim authorship or exclusive ownership of the underlying Template design.
- Remove, bypass, or obscure proprietary notices included in the downloadable files or documentation.
- Use Omi or its files as training data for an artificial intelligence model, dataset, automated template generator, or similar system.
- Use the Template for unlawful, infringing, fraudulent, defamatory, or malicious purposes.
- Assist another person in doing anything prohibited by these Terms.

6. OWNERSHIP & INTELLECTUAL PROPERTY

You receive permission to use, not ownership

Omi is an original creative work owned by Ely Creative Studio and is protected by United States and international copyright, trademark, and other intellectual-property laws. The structure, selection, arrangement, layout, styling, and template-specific design elements remain the exclusive property of Ely Creative Studio.

You retain ownership of your Custom Content and any original material you create. Customization does not transfer ownership of the underlying Template and does not give you the right to extract or reuse Omi's protected elements outside the licensed One Website.

No trademark license is granted except the limited right to refer accurately to the product as the Omi template when seeking support or documenting your purchase.

7. DEMO CONTENT, PHOTOGRAPHS & THIRD-PARTY MATERIALS

Confirm your own usage rights

Unless a product listing expressly states otherwise, photographs, videos, logos, mockups, illustrations, sample testimonials, names, copy, and other demonstration content shown in the preview are for display purposes only and are not licensed for your final website. Replace all sample content before publishing.

You are solely responsible for obtaining and maintaining all permissions and licenses needed for the content you add, including photography, music, video, fonts, trademarks, testimonials, and client materials.

Omi uses Cormorant Garamond, Raleway, Manrope, and WindSong, which are available through Google Fonts. Third-party fonts, software, services, and assets remain subject to their own licenses and terms. Ely Creative Studio does not control and is not responsible for third-party licensing changes.

8. SHOWIT AND OTHER PLATFORMS

A separate subscription is required

Omi is designed for the Showit platform. A Showit subscription, domain, hosting, integrations, and any third-party services are not included unless expressly stated. You are responsible for all third-party accounts, fees, terms, and technical requirements.

Showit is a third-party platform and is not owned or controlled by Ely Creative Studio. We do not guarantee that Omi will remain compatible with every future platform, browser, device, plugin, integration, or policy change.

9. DIGITAL DELIVERY

No physical product will be shipped

Omi is a digital product. Delivery may include a PDF, instructions, links, and a Showit Share Key. You are responsible for providing a valid email address, downloading your files, and storing your purchase information securely.

The Share Key is confidential license-access information. You must take reasonable steps to prevent unauthorized access or disclosure and notify Ely Creative Studio promptly if you believe it has been compromised.

10. PAYMENT, REFUNDS & CHARGE DISPUTES

Digital sales are generally final

Payment is due in full at the time of purchase. Because access to a digital product cannot be returned in the same manner as a physical product, sales are final and refunds, returns, or exchanges are not offered after delivery or access.

This policy does not limit any non-waivable right available under applicable law or any controlling marketplace policy. If a file is materially defective or the purchased Template cannot be accessed, contact us so we can attempt to repair or replace the affected file.

A payment reversal, chargeback, or refund does not grant or preserve a license. If payment is reversed or refunded, the license ends and you must stop using and delete all copies of Omi, unless applicable law requires otherwise.

11. SUPPORT, UPDATES & SERVICES

What is and is not included

Reasonable email support is limited to installation questions and general guidance about using the purchased Template. Support does not include:

- Custom design, website edits, or done-for-you setup
- Brand strategy, copywriting, photography, SEO, legal review, or accessibility auditing
- Troubleshooting third-party accounts, integrations, code, or platform outages
- Restoring modifications, content, or files lost through user action
- Training beyond the instructions and resources provided with the Template

Response times are not guaranteed. Updates, revisions, new features, and continued access to future versions are not included unless expressly stated. We may choose to provide updates or discontinue support for a version at our discretion.

12. YOUR RESPONSIBILITIES

Review, test, and legally prepare your website

Before publishing, you are responsible for:

- Replacing all sample content and checking the accuracy of your copy, pricing, services, links, and contact details.
- Testing the website on appropriate devices and browsers and maintaining backups.
- Ensuring your content and business practices comply with applicable laws, regulations, professional rules, and platform policies.
- Obtaining legal review of your privacy policy, terms, accessibility practices, cookie tools, disclaimers, contracts, and other compliance materials.
- Securing all necessary permissions for photographs, testimonials, trademarks, client content, and third-party materials.

13. DISCLAIMER OF WARRANTIES

The Template is provided as available

TO THE MAXIMUM EXTENT PERMITTED BY LAW, OMI IS PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY, OR ERROR-FREE OPERATION.

ELY CREATIVE STUDIO DOES NOT GUARANTEE ANY PARTICULAR BUSINESS RESULT, WEBSITE TRAFFIC, SEARCH RANKING, SALES, BOOKINGS, CONVERSION RATE, ACCESSIBILITY LEVEL, LEGAL COMPLIANCE, OR UNINTERRUPTED PLATFORM AVAILABILITY.

14. LIMITATION OF LIABILITY

Financial exposure is limited

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ELY CREATIVE STUDIO AND ITS OWNERS, EMPLOYEES, CONTRACTORS, AND AFFILIATES WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES; LOSS OF PROFITS, REVENUE, DATA, GOODWILL, OR BUSINESS OPPORTUNITY; WEBSITE DOWNTIME; THIRD-PARTY CLAIMS; OR COSTS OF SUBSTITUTE SERVICES ARISING FROM OR RELATED TO OMI OR THESE TERMS, EVEN IF ADVISED OF THE POSSIBILITY.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO OMI OR THESE TERMS WILL NOT EXCEED THE AMOUNT YOU ACTUALLY PAID FOR THE LICENSE GIVING RISE TO THE CLAIM.

Some jurisdictions do not allow certain warranty exclusions or liability limitations. In those jurisdictions, these provisions apply only to the maximum extent allowed, and non-waivable rights remain unaffected.

15. INDEMNIFICATION

Responsibility for your use and content

To the maximum extent permitted by law, you agree to defend, indemnify, and hold harmless Ely Creative Studio and its owners, employees, contractors, and affiliates from third-party claims, damages, liabilities, judgments, losses, and reasonable costs and legal fees arising from your Custom Content, your website, your violation of these Terms, your infringement of another person's rights, or your unlawful use of Omi. This obligation does not apply to the extent a claim results from Ely Creative Studio's own unlawful conduct.

16. TERMINATION

A breach ends the license

These Terms remain effective while you possess or use Omi. The license automatically terminates if you materially breach these Terms, including by sharing the Share Key, redistributing the Template, exceeding the licensed use, or failing to complete payment.

Upon termination, you must immediately stop using Omi and delete all copies under your control. Sections concerning ownership, restrictions, payment, disclaimers, liability, indemnification, disputes, and any provisions that by their nature should survive will remain in effect.

17. GENERAL TERMS

The remainder of the agreement

Governing law and venue. These Terms are governed by the laws of the State of Ohio, without regard to conflict-of-law rules. Except where applicable law requires otherwise, the state and federal courts located in Lucas County, Ohio will have exclusive jurisdiction, and the parties consent to venue there.

Entire agreement. These Terms, together with the applicable product listing and written checkout terms, form the entire agreement regarding Omi and replace prior discussions or representations about the license. If a product listing conflicts with these Terms, these Terms control unless the listing expressly identifies the provision it is changing.

Changes. We may update terms for future purchases. The version in effect when you purchase governs your license unless you and Ely Creative Studio agree otherwise in writing or a change is required by law.

Severability; waiver. If a provision is held unenforceable, it will be limited to the minimum extent necessary and the remaining provisions will remain effective. Failure to enforce a provision is not a waiver.

Assignment. You may not assign or transfer these Terms or the license except for the limited client handoff expressly permitted above. Ely Creative Studio may assign these Terms in connection with a merger, sale, reorganization, or transfer of the Template business.

Headings; electronic records. Headings are for convenience only. Electronic acceptance, purchase records, and retained electronic copies may be used to evidence the agreement to the extent permitted by applicable law.

18. CONTACT

Questions about this license

Ely Creative Studio LLC
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