

License & Terms of Use

Nimbus

Effective date: September 13, 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 Nimbus Showit website template (“you” or the “Licensee”).

By purchasing, downloading, accessing, or using Nimbus, 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 that party’s behalf.

Plain-language summary

One purchase licenses Nimbus 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

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 Nimbus to create templates or products for others

The full terms below control. This summary is provided only for convenience.

License Scope

What your purchase covers

1. DEFINITIONS

The language used in these Terms

“Nimbus” or the “Template” means the Nimbus 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 Nimbus for One Website.
- Customize the Template’s colors, fonts, images, copy, layout, and content for that One Website.
- Display the completed 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 Nimbus is sold or transferred. All rights not expressly granted are reserved by Ely Creative Studio.

One Purchase, One Site

How the single-site license works

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 Nimbus requires its own license. A redesign, duplicate, translated version on a separate site, or substantially similar copy created from Nimbus is an additional use.

Example

You may use one purchase for your own salon or hair-professional website or for one client's website. You may not use the same purchase for both, and a designer may not reuse Nimbus across multiple client projects.

4. CLIENT-PROJECT USE

Permitted only for one end client

If you purchase Nimbus 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.
- You may transfer the completed website 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 that website but may not reuse Nimbus for another website, business, or client.
- You remain responsible for ensuring the client understands and follows these restrictions.

Restrictions

Uses that are expressly prohibited

5. RESTRICTIONS

Protecting the Template and Share Key

You may not, directly or indirectly:

- Resell, redistribute, share, gift, sublicense, lease, lend, publish, or otherwise provide Nimbus 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 Nimbus 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 Nimbus, even if modified.
- Claim authorship or exclusive ownership of the underlying Template design.
- Remove, bypass, or obscure proprietary notices included in the files or documentation.
- Use Nimbus 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.

Ownership & Third Parties

What remains yours and what remains ours

6. OWNERSHIP & INTELLECTUAL PROPERTY

You receive permission to use, not ownership

Nimbus 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. Its structure, arrangement, layout, styling, and template-specific design elements remain the exclusive property of Ely Creative Studio.

You retain ownership of your Custom Content. Customization does not transfer ownership of the underlying Template or permit reuse of protected elements outside the licensed One Website. No trademark license is granted except the limited right to refer accurately to the product as the Nimbus template.

7. DEMO CONTENT & 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 responsible for obtaining all permissions and licenses needed for the content you add. Nimbus uses Instrument Serif and Manrope, available through Google Fonts. Third-party fonts, software, services, and assets remain subject to their own terms.

8. SHOWIT AND OTHER PLATFORMS

A separate subscription is required

Nimbus is designed for Showit. A Showit subscription, domain, hosting, integrations, and third-party services are not included unless expressly stated. You are responsible for their accounts, fees, terms, and technical requirements. Ely Creative Studio does not guarantee compatibility with every future platform, browser, device, integration, or policy change.

Delivery, Payment & Support

What happens after purchase

9. DIGITAL DELIVERY

No physical product will be shipped

Nimbus 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 purchase information securely. The Share Key is confidential. Take reasonable steps to prevent unauthorized access 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 purchase. Because access to a digital product cannot be returned like a physical product, sales are final and refunds, returns, or exchanges are not offered after delivery or access. This does not limit non-waivable rights under applicable law or a controlling marketplace policy.

If a file is materially defective or cannot be accessed, contact us so we can attempt repair or replacement. If payment is reversed or refunded, the license ends and you must stop using and delete all copies of Nimbus 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 the purchased Template. Response times are not guaranteed. Updates, revisions, new features, and continued access to future versions are not included unless expressly stated.

- Support does not include custom design, website edits, or done-for-you setup.
- It does not include brand strategy, copywriting, photography, SEO, legal review, or accessibility auditing.
- It does not include troubleshooting third-party accounts, integrations, code, platform outages, or user-caused data loss.

Your Responsibilities

Review, test, and legally prepare your website

12. YOUR RESPONSIBILITIES

You are responsible before publishing

Before publishing, you are responsible for:

- Replacing all sample content and checking the accuracy of 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, professional rules, and platform policies.
- Obtaining legal review of privacy, terms, accessibility, cookies, disclaimers, contracts, and other compliance materials.
- Securing 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, NIMBUS 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.

Liability & Termination

Limits, responsibility, and breach

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 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 NIMBUS OR THESE TERMS.

TOTAL CUMULATIVE LIABILITY WILL NOT EXCEED THE AMOUNT YOU ACTUALLY PAID FOR THE LICENSE GIVING RISE TO THE CLAIM. Where a jurisdiction does not allow certain exclusions or limitations, these provisions apply only to the maximum extent allowed.

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, website, violation of these Terms, infringement of another person's rights, or unlawful use of Nimbus. This does not apply to the extent a claim results from Ely Creative Studio's own unlawful conduct.

16. TERMINATION

A breach ends the license

The license automatically terminates if you materially breach these Terms, including by sharing the Share Key, redistributing the Template, exceeding licensed use, or failing to complete payment. Upon termination, stop using Nimbus and delete all copies under your control. Provisions that by their nature should survive will remain in effect.

General Terms

The remainder of the agreement

17. GENERAL TERMS

The agreement as a whole

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

Entire agreement. These Terms, the applicable product listing, and written checkout terms form the entire agreement regarding Nimbus. These Terms control unless a listing expressly identifies a provision it changes.

Changes. We may update terms for future purchases. The version in effect when you purchase governs unless otherwise agreed in writing or required by law.

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

Assignment. You may not assign or transfer these Terms or the license except for the permitted client handoff. 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 evidence the agreement to the extent permitted by law.

18. CONTACT

Questions about this license

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Important note

This document governs use of the Nimbus template. It is not legal advice to the Licensee and does not replace legal review for the Licensee's own website, policies, contracts, or business practices.