NEXSCALE DIGITAL

WEBSITE AND PRODUCT TERMS

Terms of Use

Effective date	27 November 2026
Version	2026.11
Applies to	Everyone who uses nexscaledigital.shop, creates an account, or buys or uses a NexScale Digital product
Contact	support@nexscaledigital.shop · nexscaledigital.shop

IN SHORT

You need a free account, made by signing in with Google. Our products are digital and priced in Philippine pesos. Buying one gives you a licence to use it for yourself, your business and your clients' work, with free updates, but not to resell or share it. We give 30 days' notice before anything you bought stops being available, and your rights as a consumer always apply. Custom projects are covered by our Master Service Agreement and the written quote.

1. About these terms

1.1 These Terms of Use (the "Terms") are an agreement between you and NexScale Digital, a digital products and web studio in the Philippines operated by Janice Francisco and Alvin Francisco ("NexScale Digital", "we", "us", "our").

1.2 They apply when you visit nexscaledigital.shop (the "Site"), create an account, buy or use one of our digital products, or use our chat assistant. By doing any of these, you agree to these Terms. If you don't agree, please don't use the Site.

1.3 These Terms work together with our **Privacy Policy**, **Refund Policy** and **Cookie Policy**. Custom projects (websites, landing pages, chatbots and automation) are governed by our **Master Service Agreement** and the written quote or Statement of Work for that project, and, where we handle personal data for a client, our **Data Processing Agreement**.

1.4 If you use the Site or a product for a business, you confirm that you are authorised to accept these Terms for that business.

2. Definitions

2.1 In these Terms:

(a) **"Account"** means your member account on the Site, created by signing in with Google.

(b) **"Product"** means any digital product we offer, including Notion templates, planners, spreadsheets, documents, guides and single-file web apps, together with any updates we release for it.

(c) **"Marketplace"** means a third-party platform where some Products are also sold, such as Etsy, Gumroad or Payhip.

(d) **"Your Content"** means the information, text, data and files you put into a Product or send to us.

(e) **"Services"** means custom work we do for a client, such as building a website, landing page, chatbot or automation.

(f) **"Consumer Laws"** means laws that protect consumers and cannot be excluded by agreement, including the Consumer Act of the Philippines (Republic Act 7394), the Internet Transactions Act of 2023 (Republic Act 11967) and, where they apply to you, the consumer laws of your own country.

3. Eligibility and your account

3.1 You must be at least 18 years old to create an Account or buy a Product.

3.2 Most of the Site is available to members only. Creating an Account is free. The join page, contact page and our policies are available to everyone.

3.3 An Account is for one person. You agree to give accurate information, to keep your mobile number and country up to date, and to keep your Google account secure. Anyone who can sign in to your Google account can reach your Account and your downloads, so you are responsible for activity under your Account.

3.4 Tell us straight away at support@nexscaledigital.shop if you think someone else has used your Account.

3.5 You can delete your Account at any time in your account settings. Deleting it removes your access to your downloads, so please download your files first.

4. Acceptable use

4.1 You agree not to:

(a) scrape, crawl or automatically download content from the Site, or overload it;

(b) try to break into, probe or get around the Site's security, sign-in or download protection;

(c) use the chat, forms or emails to send spam, abuse, threats or unlawful content;

(d) pretend to be someone else or misrepresent your connection with anyone;

(e) upload malware or anything designed to harm the Site, us or other users; or

(f) use the Site or a Product for anything unlawful.

5. Products, prices and payment

5.1 **Descriptions.** We describe each Product honestly, including what is included, and show preview images. Please read the listing before buying and ask us if anything is unclear.

5.2 **Prices.** Our prices are set in Philippine pesos (PHP). Prices shown in another currency are estimates converted at the day's exchange rate and are always shown beside the peso price. Your bank or card provider sets the final conversion and may charge its own fees. We don't add hidden charges.

5.3 **Buying on the Site.** When a Product can be bought directly on the Site, you pay through PayMongo (by card, GCash, Maya or QR Ph, as available) on PayMongo's own secure page. The price shown at checkout is the price you pay. A purchase is complete when PayMongo confirms your payment. Where we offer it, you may instead pay by scanning our GCash QR (a QR Ph code that some other e-wallets and bank apps can also pay): you pay the exact amount shown, to the account named on the payment page, then send us the reference number and a screenshot of your receipt. We confirm these payments by hand, and such a purchase is complete, and its files become available, when we have confirmed it. If we cannot match a payment to your order, we close the order and tell you, and nothing is unlocked.

5.4 **Buying on a Marketplace.** If you buy a Product on a Marketplace, that Marketplace handles payment, delivery and receipts under its own terms. The licence in section 7 still applies to how you may use the Product.

5.5 **Pricing errors.** If a price is clearly a mistake (for example, a typo that puts a Product at a fraction of its real price), we may cancel the order and refund you in full before the files are delivered. We will tell you if this happens.

5.6 **Availability.** We may change, add or stop selling Products, and change prices for future purchases. A change never affects a purchase you have already made.

6. Delivery, updates and continued access

6.1 Everything we sell is digital. Nothing physical is shipped.

6.2 Once your payment on the Site is confirmed, your files appear under "Your downloads" on your account page and we email you a receipt.

6.3 **Updates.** When we release an update to a Product you bought on the Site, the new version is added to your downloads at no extra charge.

6.4 **Keeping access.** You can download your files again whenever you need to while you have an Account. If we stop selling a Product you bought or close the Site, we will email you at least 30 days beforehand so you can download your files. We recommend keeping your own backup copy.

6.5 **Refunds** are covered by our Refund Policy. In short, if a Product is genuinely broken and we can't fix it within 7 days of you telling us, you get a full refund.

7. Your licence to use a Product

7.1 **Licence, not ownership.** Buying a Product gives you a licence to use it. It does not transfer ownership. The Product, including its design, structure, layout, text, formulas and code, remains our property.

7.2 **The licence.** The licence is non-exclusive, non-transferable, and personal to you, or to your one business if you bought for a business. It lasts for as long as you comply with these Terms.

7.3 **What you may do.** You may:

(a) use the Product for yourself and inside your own business;

(b) customise and adapt it for your own needs; and

(c) use it to do work for your clients, such as managing a client's content or projects with it. If a client is going to keep their own editable copy of the Product after the work, that client needs their own licence.

7.4 **What you may not do.** You may not:

(a) resell, share, give away, sublicense, rent or re-list the Product or any part of it, whether free or paid, modified or not;

(b) include it in a bundle, course, membership, template gallery or marketplace listing;

(c) share your download files, download links or Account with anyone else;

(d) present the Product, or a copy based on it, as your own work;

(e) use it to create a product that competes with ours; or

(f) use the Product, or content from the Site, to train, fine-tune or instruct an artificial intelligence tool to reproduce or imitate it.

7.5 **Your Content.** Everything you put into a Product belongs to you. We have no rights to it.

7.6 **If the licence is broken.** If you break section 7.4, your licence ends automatically. We may ask you to stop using and delete your copies, close your Account under section 17, and take the steps the law allows to protect our work, including takedown requests to sites hosting copies and claims for the loss caused.

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8. Custom Services

8.1 Services are quoted and agreed in writing before work starts. Each project is governed by our Master Service Agreement and the written quote or Statement of Work, which set the scope, price, payment schedule, revisions and timeline. If they differ from these Terms, they take priority for that project.

8.2 "From" prices on the Site are starting points, not quotes.

8.3 In summary, and as set out in full in the Master Service Agreement: you pay 50% before work starts and 50% before launch or handover; once you have paid in full you own the final work made specifically for you; we keep our pre-existing tools, code and know-how and license them to you as part of the work; and we fix bugs in what we built for 30 days after launch or handover.

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9. Promo codes and member offers

9.1 Promo codes apply only as stated, while they are valid, one per order. They have no cash value and can't be exchanged for cash or combined unless we say so.

9.2 Member offers and deals may change or end at any time, but a change never affects a purchase already made.

10. The chat assistant

10.1 "Ask a question" on the Site is answered by an artificial intelligence assistant. It tries to be accurate but can make mistakes.

10.2 Nothing the assistant says is an offer, a quote, a promise or professional advice. Prices, quotes, timelines and commitments are binding only when we confirm them to you in writing.

10.3 Please don't share passwords, payment details or sensitive personal information in the chat.

11. Reviews, testimonials and feedback

11.1 We publish a testimonial only with your permission, and we will remove it if you ask.

11.2 If you send us ideas, suggestions or feedback, we may use them to improve our Products and Services without owing you anything for them.

12. Intellectual property

12.1 The NexScale Digital name and logo, the Site's text, images and design, and all Products belong to us or our licensors and are protected by the Intellectual Property Code of the Philippines (Republic Act 8293) and international law. You may not copy, adapt or use them except as these Terms allow or with our written permission.

12.2 If you believe something on the Site uses your work without permission, email support@nexscaledigital.shop with details. We will look into it promptly and remove it if it infringes your rights.

13. Third-party services

13.1 Sign-in uses Google, payments on the Site use PayMongo or, when you pay by our QR, GCash, and the chat uses Anthropic. The Site links to Marketplaces and to social networks, and many Products run inside Notion. These services are provided by others under their own terms. We don't control them and aren't responsible for their content or availability.

14. Disclaimers

14.1 We provide the Site and Products with reasonable care and skill, and Products will match their description. Beyond that, and except as Consumer Laws require, they are provided "as is".

14.2 Our Products are tools. Results depend on how you use them. We don't promise income, clients, growth or any particular outcome, and nothing on the Site or in a Product is legal, tax, financial or other professional advice.

14.3 We work to keep the Site available and secure but can't promise it will always be uninterrupted or error-free.

15. Limitation of liability

15.1 To the fullest extent the law allows, we are not liable for indirect or consequential loss, including lost profits, revenue, data or opportunities; for problems caused by services we don't control; or for loss caused by misuse of a Product or by changes you make to it.

15.2 To the fullest extent the law allows, our total liability to you for a Product is limited to the amount you paid for it.

15.3 Nothing in these Terms limits or excludes liability for fraud, gross negligence or deliberate wrongdoing, or any right you have under Consumer Laws.

16. Your responsibility

16.1 If you break these Terms, for example by reselling or leaking a Product, or by giving us content you had no right to use, you are responsible for the loss and reasonable costs this causes us, including claims made against us by others.

17. Suspension and closing accounts

17.1 We may suspend or close an Account that is used for fraud, abusive chargebacks or payment disputes over Products received and kept, or to share, resell or leak our Products, or that seriously or repeatedly breaks these Terms.

17.2 Except in cases of fraud or sharing our Products, we will tell you the reason first, give you a fair chance to respond, and let you download what you bought before the Account is closed.

18. Complaints and disputes

18.1 Please contact us first at support@nexscaledigital.shop. We aim to reply within one business day and to resolve complaints fairly within 30 days.

18.2 If we can't resolve your complaint, you may contact the Department of Trade and Industry (dti.gov.ph), which handles consumer complaints in the Philippines, or the consumer authority in your own country.

19. Governing law

19.1 These Terms are governed by the laws of the Republic of the Philippines. Disputes go to the proper courts of the Philippines, unless Consumer Laws give you the right to rely on the laws or courts of your own country.

20. Changes to these Terms

20.1 We may update these Terms. The current version and its date are always on the Site. For significant changes, we will tell account holders by email or on the Site before the change takes effect.

20.2 A purchase is always covered by the Terms in place when you made it. If you don't agree with a change, you can stop using the Site and delete your Account.

21. General

21.1 **Severability.** If any part of these Terms is found unenforceable, the rest continues to apply.

21.2 **No waiver.** If we don't act on a breach straight away, we can still act on it later.

21.3 **Transfer.** You may not transfer your Account or licences. If NexScale Digital is registered as a company or changes ownership, these Terms and your purchases carry over to the new business, and we will let you know.

21.4 **Events outside our control.** We aren't responsible for delays or failures caused by events outside our reasonable control, such as outages at our providers, natural disasters or government action.

21.5 **Electronic records.** Your acceptance of these Terms online, and the emails and records we exchange, are valid electronic documents under the Electronic Commerce Act (Republic Act 8792).

22. Contact

NexScale Digital · support@nexscaledigital.shop · nexscaledigital.shop