

Terms and Conditions

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Welcome to **magmatcreations.com**! These Terms and Conditions (“Terms”) govern your access to and use of our website www.magmatcreations.com (the “Site”) and any products or services we offer, including the purchase of digital travel guides and the use of creative content such as photography and artwork. By using our Site and/or purchasing products, you agree to these Terms in full.

Please read them carefully.

1. Acceptance of Terms

By accessing or using this Site and purchasing products, you agree to comply with and be bound by these Terms and all applicable laws and regulations. If you do not agree to these Terms, please do not use the Site.

2. Products and Services

2.1 Digital Products

The Site sells digital travel guides and related content (“Products”). All Products are delivered electronically via uncovering hidden site after purchase.

2.2 Product Descriptions

We strive to provide accurate descriptions and images of Products, but we do not guarantee that all content is error-free or complete.

2.3 Availability

Products are subject to availability, and we reserve the right to modify or discontinue any Product without notice.

2.4 Non-Advice Disclaimer

Our travel guides and creative content are for **informational purposes only**. They do not constitute legal, financial, medical, or professional advice. Any reliance on the content is at your own risk.

3. Ordering and Payment

3.1 Orders

When you place an order, you make an offer to purchase a Product subject to these Terms. We reserve the right to accept or reject any order.

3.2 Payment

Payments are processed securely through trusted third-party payment gateways. We do not store your payment information.

3.3 Pricing

All prices are displayed in Euro and include applicable taxes unless otherwise stated.

4. Delivery and Downloads

By purchasing this product, you gain access to digital content (guide) which will be made available through a protected page after successful payment. In accordance with applicable consumer law, you waive your right to withdraw from the purchase once the digital content has been made available to you.

The content is protected by copyright and is intended solely for the personal use of the purchaser. Any sharing, copying, or making the content available to third parties is prohibited. It is your responsibility to ensure that you have compatible devices and software to access the Product.

5. Intellectual Property Rights and Usage

5.1 Ownership

All content on magmatcreations.com, including but not limited to digital travel guides, photographs, artwork, designs, graphics, videos, text, logos, and other creative materials ("Content"), is the exclusive property of magmatcreations or its licensors. This Content is protected by copyright, trademark, and other intellectual property laws worldwide.

5.2 License for Digital Products

When you purchase digital products such as travel guides from magmatcreations, we grant you a **non-exclusive, non-transferable, revocable license** to access and use the purchased Product for your **personal, non-commercial use only**. You may not resell, redistribute, sublicense, share, modify, or create derivative works from these Products.

5.3 License for Photography and Art

By accessing the Site, you are granted a limited, non-exclusive, non-transferable, revocable license to view, share, and enjoy all photographs, artwork, and other creative content for **personal, non-commercial purposes only**. You may not reproduce, copy, distribute, publish, modify, or use the Content for commercial purposes without prior written permission.

5.4 Restrictions

You agree not to:

- Remove, alter, or obscure any copyright, watermark, or proprietary notices on any Content.
- Use any Content in a way that violates applicable laws or infringes upon magmatcreations' intellectual property rights.

5.5 Requests for Permission

For any use of the Content beyond personal, non-commercial purposes (including commercial use, media publications, or distribution), you must contact us at magmatcreations@gmail.com to request a license or permission.

5.6 Protection Measures

Magmatcreations employs protective measures such as digital watermarks and metadata to safeguard its intellectual property. Unauthorized use or infringement may result in legal action.

6. Refunds and Cancellations

Due to the digital nature of our Products, all sales are **final**. We do **not** offer refunds or exchanges once a Product has been accessed or the download link has been provided, except as required by law.

If you experience technical issues accessing your Product, please contact us promptly and we will assist you.

7. User Accounts

If you create an account on our Site:

- You are responsible for maintaining the confidentiality of your account details
- You agree to notify us immediately of any unauthorized use
- We reserve the right to suspend or terminate accounts for breach of these Terms

8. Privacy

Your use of the Site is also governed by our [Privacy Policy](#), which explains how we collect, use, and protect your personal data.

9. Third-Party Links and Services

Our Site may contain links to third-party websites or services that are not owned or controlled by magmatcreations. We are not responsible for the content, privacy policies, or practices of any third parties.

10. Force Majeure

Magmatcreations will not be held liable for any delay or failure in performance resulting from causes beyond our reasonable control, including but not limited to natural disasters, internet outages, technical failures, strikes, government actions, or pandemics.

11. Limitation of Liability

To the fullest extent permitted by law, Magmatcreations shall **not be liable** for any direct, indirect, incidental, consequential, or punitive damages arising from:

- Your use of or inability to use the Site or Products
- Errors or omissions in Product content
- Any technical issues or interruptions

12. Disclaimer of Warranties

Our Products and Site are provided "as is" and "as available" without warranties of any kind, either express or implied, including but not limited to warranties of accuracy, merchantability, or fitness for a particular purpose.

13. Indemnification

You agree to indemnify, defend, and hold harmless magmatcreations and its affiliates, directors, officers, employees, and agents from any claims, damages, liabilities, and expenses arising from your breach of these Terms or misuse of the Site or Products.

14. Governing Law and Jurisdiction

These Terms shall be governed by the laws of Malta. Any disputes arising out of or relating to these Terms or your use of the Site shall be subject to the exclusive jurisdiction of the courts of Malta.

15. Entire Agreement

These Terms, together with our Privacy Policy and Cookie Policy, constitute the entire agreement between you and Magmatcreations, superseding any prior agreements, communications, or understandings.

16. Changes to Terms

We reserve the right to modify these Terms at any time. Updated Terms will be posted on this page with an updated “Last updated” date. Continued use of the Site after changes signifies your acceptance of the new Terms.

17. Contact Information

If you have questions about these Terms, please contact us:

Email: magmatcreations@gmail.com