



# Mockupie – Terms and Conditions

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## 1 Who we are and where you can contact us

The operator of this website is:

Mockupie.com s.r.o.

Vlastenecké námestie 7, 851 01 Bratislava – mestská časť Petržalka

Business ID: 53726570

Tax ID: 2121481659

VAT registration number: SK2121481659

Company registered in the Commercial Register of the District Court Bratislava I, Section: Sro, File no. 152131/B

If you have any questions about this document or wish to exercise the rights described in this document, you may contact us by email at [info@mockupie.com](mailto:info@mockupie.com).

## 2 Introduction



These Terms and Conditions govern your use of the website located at <https://www.mockupie.com> and any related services provided by Mockupie.

By accessing <https://www.mockupie.com>, you agree to abide by these Terms and Conditions and to comply with all applicable laws and regulations. If you do not agree with these Terms and Conditions, you are prohibited from using or accessing this website or using any other services provided by Mockupie.

We, Mockupie, reserve the right to review and amend any of these Terms and Conditions at our sole discretion. Upon doing so, we will update this page. Any changes to these Terms and Conditions will take effect immediately from the effective date stated at the beginning of this document.

We provide platform services. We do not take ownership of any materials and products on our website. The materials and products on Mockupie are the intellectual property of their authors, not Mockupie. The materials and products on Mockupie are usually uploaded by its author or owner. We review all uploaded materials and revisions and only after the material passes our review process, it is published on Mockupie and made available to our users.

## 3 Main terms & conditions

- **Age:** You need to be 18 years or over to create an account on Mockupie or to buy materials. If you're under 18 you will need to get a parent or guardian to buy products or use the account of a parent or legal guardian who is at least 18 years of age, with their permission, and this adult will be responsible for all your activities.
- **Your Account:** Membership is free. When you become a member you get a Mockupie Author account.
- **Your responsibility:** You promise that the information you give us is true, accurate, and complete and, if you sign up for a Mockupie account, that you will keep your account information up-to-date (including a current email address).
- **Your membership is not transferable,** which means you cannot sell your account. You are responsible for any use of the Mockupie sites including any activity that occurs in conjunction with your username and password, if you have a Mockupie account, so keep your account and password secure and don't let any other person use your username or password.
- **If you realize there's any unauthorized use of your password or any breach of security you need to let us know immediately.** You must not use a virtual private network or VPN or any other means to avoid compliance with these terms and conditions, or for any fraudulent or illegal reasons.



## 4 Limitations of Use

By using this website, you warrant on behalf of yourself, your users, and other parties you represent that you will not:


- modify, copy, prepare derivative works of, decompile, or reverse engineer any materials and software contained on this website;
- remove any copyright or other proprietary notations from any materials and software on this website;
- transfer the materials to another person or “mirror” the materials on any other server;
- knowingly or negligently use this website or any of its associated services in a way that abuses or disrupts our networks or any other service Mockupie provides;
- use this website or its associated services to transmit or publish any harassing, indecent, obscene, fraudulent, or unlawful material;
- use this website or its associated services in violation of any applicable laws or regulations;
- use this website in conjunction with sending unauthorized advertising or spam;
- harvest, collect, or gather user data without the user’s consent; or
- use this website or its associated services in such a way that may infringe the privacy, intellectual property rights, or other rights of third parties.

## 5 Intellectual Property

The intellectual property in the materials contained in this website is owned by or licensed to Mockupie and is protected by applicable copyright and trademark law. We do not grant permission to our users to download a copy of the materials for any use.

## 6 Liability

Our website and the materials on our website are provided on an as-is basis. To the extent permitted by law, Mockupie makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties

including, without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property, or other violation of rights. 

In no event shall Mockupie or its suppliers be liable for any consequential loss suffered or incurred by you or any third party arising from the use or inability to use this website or the materials on this website, even if Mockupie or an authorized representative has been notified, orally or in writing, of the possibility of such damage.

In the context of this agreement, “consequential loss” includes any consequential loss, indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under the statute, contract, equity, tort (including negligence), indemnity, or otherwise.

Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

## **7 Accuracy of Materials**

The materials appearing on our website are not comprehensive and are for general information purposes only. Mockupie does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on this website, or otherwise relating to such materials or on any resources linked to this website.

## **8 Links**

Mockupie has not reviewed all of the sites linked to its website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement, approval, or control by Mockupie of the site. Use of any such linked site is at your own risk and we strongly advise you to make your investigations concerning the suitability of those sites.

## **9 Right to Terminate**

We may suspend or terminate your right to use our website and terminate these Terms and Conditions immediately upon written notice (email) to you for any breach of these Terms and Conditions.



## **10 Severance**

Any term of these Terms and Conditions which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity of the remainder of these Terms and Conditions is not affected.

## **11 Governing Law**

These Terms and Conditions are governed by and construed following the laws of Slovakia. You irrevocably submit to the exclusive jurisdiction of the courts in that State or location.

## **12 Payment gateway**

Mockupie is using the PayPal payment gateway for purchases of materials by customers and also to pay earnings to material authors.

Mockupie is not responsible for the proper functioning of PayPal (As of 3rd Party) money forwarding because Mockupie as an intermediary does not influence the PayPal author (seller) account.

## **13 Relationship with author**

An author is a legal entity of a self-employed person registered in the European Union with a valid Tax ID who creates an account on Mockupie, uploads products to Mockupie, and starts to sell these products to Mockupie

customers. At the moment you can't sell products on Mockupie if you don't have a legal entity or if you are not self-employed registered in European Union and don't have a valid Tax ID.



## 13.1 Available countries

At the moment, we only provide services to authors from the countries of the European Union. This means you cannot upload and sell any product on Mockupie if your country of residence is not a member of the European Union. We are working hard to make Mockupie available worldwide. You can subscribe to our newsletter if your country of residence is not a member of the European Union and we will let you know when Mockupie is available in your country.

## 13.2 License

When you “sell” a product, you're making your product available to buyers and downloaders to use that product under certain conditions. You're not selling the product itself, not transferring intellectual property. You are selling a license to buyer or downloader to use that product under the relevant [license options](#) set by Mockupie.

## 13.3 The trade

At the moment of product purchase by a customer, you as an author sells the [license](#) to your product to Mockupie for the price defined in your product and then Mockupie add [fees](#) to the product price and sells the [license](#) to the customer.

## 13.4 Content approval

### 13.4.1 Uploading new product

We will receive a notification after you upload a new product. The product will then go through a review process where we might suggest some text changes, request higher quality files, approve or deny them. In any case, you will receive an email notification stating whether your product has been approved or not, and what you need to do to make your product approved.



### 13.4.2 Modifying existing product

We will receive a notification after you modify an existing product. The product modification will then go through a review process where we might suggest some text changes, request higher quality files, or approve them right away. In any case, you will receive an email notification stating whether your modification has been approved or not, and what you need to do to make your product approved. While your product is being verified, the latest verified version of your product will still be available to our customers, even if we deny your modification.

### 13.4.3 Conditions to make the product available to customers

- the item is of acceptable quality and fits the purpose for which it is sold
- the item matches the description given by the author on the item preview page, as well as any item preview
- the author will honor any express warranties given to you that are not contained in these terms
- author has the rights necessary to [license](#) an uploaded product on the terms of the applicable [license](#)
- your use of that item following the terms of the applicable [license](#) does not infringe the intellectual property rights of someone else
- the item and its description are not false, inaccurate, misleading, fraudulent, unlawful, defamatory, and does not contain adult or harmful content
- the item and its description does not violate any applicable law or regulation (including those governing export control, consumer protection, unfair competition, criminal law, pornography, anti-discrimination, trade practices, or fair trading)
- the item does not contain viruses or other computer codes, files, or programs that are designed to limit, destroy, abuse, or misuse the functionality of other computer software or hardware
- the author will process customers data following applicable privacy law and data protection regulations
- product needs to be approved
- a valid PayPal email address needs to be set in profile settings
- a valid Business ID, Tax ID, and invoicing details to be set in profile settings
- a valid VAT registration number if you have a VAT registration to be set in profile settings

### 13.5 Content removal

We can look at or remove any of your content for any reason at our discretion. Reasons might include quality assurance if we receive a valid copyright take-down notice, or General IPR Notice if we think that the content is unauthorized, misleading, incorrect, offensive, or in breach of anyone else's rights, or if we think that your use of the Mockupie and any content might result in liability to us or anyone else.



## 13.6 Product prices



### 13.6.1 What the final price of the product consist of

The total price for a product on Mockupie is made up of:

- Item price: The main price set by the author
- Mockupie Fee: This fee is not part of the product price set by you and is paid by the customer. It's the main and only commission for us as the Mockupie for selling author products. The Mockupie commission fee is 35% + 0.50 EUR. This fee contains all payment gateway fees for the purchase and also for the payout transaction (when we send your earnings to your PayPal).
- Tax/VAT: Some transactions may be subject to tax that may be added to the price depending on the country of residence of the customer and applicable laws. Tax/VAT is paid by the Customer.

### 13.6.2 Example of price calculation


Author set product price 10 EUR. Mockupie adds its fee to this price. Then Tax/VAT is calculated for the specific customer (for example 20% based on country of residence). Final price will be  $(10 + 3.50 + 0.50) + 20\% = 16.80$  eur. This price will be paid by customer who buy author product.

## 13.7 Earnings payout

The author is responsible for setting a correct PayPal email address in the settings. A correct email address is necessary to make payouts to the author's PayPal account. Mockupie does not take any responsibility for the potential loss of money as a result of an invalid email address. However, we will do what we can to help you recover money lost in this way in case it happens.

Earnings and payouts are being processed after each month. A payout will include your earnings from the previous month(s) if any. For example, if someone purchased your product on May 3rd, we will send you the earnings for this transaction by the end of June. The minimum payout amount is 30€. If you have fewer earnings than this amount, the earnings in the next month will add up and you will receive your earnings after the month the total earnings amount surpasses the minimum payout amount.

## 14 EU VAT

Mockupie is a legal entity registered in Slovakia, a member country of the European Union. Mockupie has an EU VAT registration. 

Mockupie is responsible for determining, collecting, and remitting EU VAT for all Mockupie purchases from EU customers. The EU VAT obligation is carried by Mockupie, you have no further responsibility to deal with EU VAT on sales made through Mockupie. Mockupie will report the VAT collection and remittance to the relevant EU member state authorities. As of January 1st, 2015, the seller's location does not make a difference, Mockupie is accounting for VAT on all sales into the EU based on the customers' country of residence.

EU VAT collected from customers will be remitted by Mockupie to the EU via our EU VAT MOSS in Slovakia in our name or based on current law. EU VAT is not reported in the author's name, and we require the author's EU VAT registration number or details to be correctly set in account settings if the author has an EU VAT registration.

## 14.1 Invoicing

An invoice issued in your name, using your invoicing details, will be created and sent to you on the first day of each month. The invoice will include your earnings from a previous month if any. If you didn't have any earnings in the previous month, we won't create an invoice. This process is fully automated. Should you have any questions, please send us an email to [info@mockupie.com](mailto:info@mockupie.com)

You don't need to issue an invoice if you want your earnings to be paid out to you. Issued invoices won't be accepted.

## 15 Taxes

Any earnings that you receive from Mockupie are your responsibility to manage appropriately within your local country. We cannot provide advice on how you should proceed to pay taxes on your author's earnings as tax laws vary greatly from country to country.

We encourage you to seek out professional advice on tax-law and filing taxes. While the specifics of your country's tax laws might be different, there's a good chance that your government still wants you to declare your income.

### 15.1 Deletion of account

Mockupie doesn't have an option to directly delete an account because we might need your account information, product, and transaction history for legal, accounting, and earning payout purposes. If you wish to delist your products and delete your account, you can send us an email to [info@mockupie.com](mailto:info@mockupie.com) and we will deactivate your

account, delist your products, anonymize your personal information if possible and pay you any outstanding earnings on your account in the next payout period.



## **16 Relationship with customer**

A customer is a person who browses Mockupie website and buys a product(s). A customer does not need to create a Mockupie account. Mockupie accounts are meant for authors.

### **16.1 Available countries**

We generally provide services to customers all around the world except for some specific countries. A customer needs to specify his/her home country at the time of product purchase. If the country is not on the list of available countries, this means we cannot provide services in your country.

### **16.2 Product prices**

Prices of materials listed on Mockupie include a price set by the author and also a Mockupie fee. Prices of materials listed on Mockupie do not include Tax/Vat. Tax/VAT is calculated at the moment of purchase and displayed to the customer on the checkout page before the customer proceeds to payment. Tax/VAT is depending on the country of residence of the customer and applicable laws. Mockupie is asking for the country of residence of our customers at the time of purchase for Tax/VAT calculation.

### **16.3 License**

When you “buy” a product, you can use that product under certain conditions. You’re not buying the product (intellectual property) itself. You are buying a license to use that product under the relevant license options set by Mockupie.

#### **16.3.1 License types**



### **16.3.1.1 Personal**

With personal license, a buyer can use the product for personal or non-profit purposes. A buyer cannot use this type of licence for commercial purposes in any case. A buyer cannot resell this product.

### **16.3.1.2 Commercial – regular**

Regular commercial license is a most widely used license. A buyer can use the product for a commercial purposes in a single free to use end product. A buyer cannot use this type of licence on multiple projects (e.g. website template can be used to create a single website). A buyer cannot use this type of licence in a product that is sold (e.g. end users paying subscription fees). A buyer cannot resell this product. A buyer can charge his/hers clients for his/hers services to create an end product using regular commercial license, but the buyer cannot use this licence on multiple clients or jobs.

### **16.3.1.3 Commercial – extended**

Extended commercial license is very similar to the regular commercial licence. A buyer can use the product for a commercial purposes in a single free to use or paid end product. A buyer can use this type of licence in a product that is sold (e.g. end users paying subscription fees). A buyer cannot use this type of licence on multiple projects (e.g. website template cannot be used to create a multiple websites). A buyer cannot resell this product. A buyer can charge his/hers clients for his/hers services to create an end product using regular commercial license, but the buyer cannot use this licence on multiple clients or jobs.

### **16.3.1.4 Commercial – multi use**

Multi use commercial license is very similar to the extended commercial licence. A buyer can use the product for a commercial purposes in a multiple free to use or paid end products. A buyer can use this type of licence in a product that is sold (e.g. end users paying subscription fees). A buyer can use this type of licence on multiple projects (e.g. website template can be used to create a multiple websites). A buyer cannot resell this product. A buyer can charge his/hers clients for his/hers services to create an end product using extended commercial license, and the buyer can also use this licence on multiple clients or jobs.

## **17 EU VAT**

EU VAT is added to the list price for purchases by EU customers who don't provide a VAT number. Customers who have a VAT number will not be charged VAT, and should instead use the Reverse Charge Mechanism to account for the VAT. The item price (the amount the author receives) will remain unchanged.

## 17.1 Product purchase process

When using “Buy Now” you will be redirected to a page, where you will fill in your email address and country of residence. We will send you a download link to this email address after the successful purchase. Country of residence is used to calculate Tax/VAT which applies to you based on applicable laws of your country of residence. After this information is submitted, you will be redirected to the product checkout page where you will see a final price you will pay for the product with an option to realize or cancel the purchase.

### 17.1.1 Currency conversion costs & transaction fees

The customer is responsible for all costs of currency conversion relating to a transaction on Mockupie and any transaction fees. Your financial institution does the currency conversion and may charge you additional transaction fees. We don't control either the conversion rates or your financial institution's fees.

## 17.2 Terms of buying a product

When you as a customer buy a product on Mockupie, you're doing so on the following terms:

- you warrant to Mockupie and the author that you have carefully considered the suitability of the product [license](#) and that you have chosen appropriately
- you cannot cancel a completed purchase of a product
- we and the authors do not promise that any particular product will continue to be available on Mockupie so you should download and save the product as soon as you buy it
- after you buy or download a product and the product has been paid for, you acquire a non-exclusive [license](#) for single commercial use to the product (non-exclusive means others might also [license](#) the same product)
- the author retains ownership and intellectual property of the product
- your relevant details may be provided to the author of the product to facilitate the transaction, for example for invoicing, product support services, and claiming warranties
- we have the right to enforce the terms of the [license](#) that you have acquired from an author against you



## **18 Intellectual Property**

### **18.1 What we own**

We own all the Mockupie content that we have put on Mockupie (unless otherwise stated and excluding content owned by authors). This includes the design, compilation, and look and feel of the Mockupie sites, and copyright, trademark designs, and other intellectual property on Mockupie. We own all the trademarks, logos, service marks, and trade names on Mockupie (unless otherwise stated and excluding these things owned by others). You will not copy, distribute, modify, or make derivative works of any of our Mockupie Content or use any of our intellectual property in any way not expressly stated in these terms.

### **18.2 What we don't own**

We do not own the items on Mockupie, our authors do. Items are uploaded in the direction of the author. So we cannot take responsibility for the quality, safety, or legality of the items. We do not warrant that the items or any member content, code, data, or materials available on or via the Mockupie do not infringe on the intellectual property rights of a third party.

### **18.3 Copyright, trademark, and intellectual property claims**

We respect the intellectual property rights of others and we require that authors do the same. If you believe that an item or member content infringes an intellectual property right (including copyright), please contact us at [info@mockupie.com](mailto:info@mockupie.com).

### **18.4 Model and property release**

Items are available for commercial use (unless stated otherwise by the Author on an item page). Authors are responsible for obtaining and keeping a model or property release if one is needed. Please ask the author directly if you need a copy of a release.

## 19 Our use of your information



### 19.1 Privacy

We respect your privacy and process your personal information following our Privacy Policy.

### 19.2 Confidential Information

We value your information and take reasonable precautions to protect it. While using the Mockupie, you may also become aware of confidential information about us or another member. You promise to not disclose any confidential information made available to you through the Mockupie to any other person.

### 19.3 Legal Gatekeeping

We may block your account, terminate any of your Mockupie accounts, or refuse to process a payment, including withholding your account balance indefinitely, if we reasonably believe there is a risk associated with you, your Mockupie account, or that payment, including if it breaches a law or regulation.

Examples of where we might do this include transactions where we suspect the payment is from or to a person or country sanctioned by an authority (like the United Nations, the United States government, or the Australian government), or where we reasonably believe there is a legal or regulatory risk or a risk of loss being suffered by us or our members. You warrant that you are not located in a sanctioned country and are not on a sanctioned person's list.

You also warrant that you will not purchase items on Mockupie using funds sourced from a sanctioned country. We may also block members from a country if we can't make payments to or from that country. You should check what payment methods are available in your country for making payments as a buyer or for withdrawing earnings as an author. We may take any of the actions stated in this section without notice and against all of your Mockupie accounts you use on other Mockupie sites. If required by law we may forfeit existing deposits or earnings.

## 20 Restricted Countries

- Iran
- Cuba

- Syria
- Crimea Region
- North Korea



As a global company, Mockupie complies with all laws and regulations applicable to its activities, including economic sanctions regulations that prohibit or restrict trade with certain countries, entities, and individuals. It is Mockupie’s policy to restrict access to all of Mockupie’s platforms for authors and customers that are located in, and prohibited transactions that Mockupie determines involve, restricted countries, which currently include Iran, Cuba, Syria, North Korea, and the Crimea Region.

This list is not exhaustive and Mockupie reserves the right to restrict access to all Mockupie platforms from other countries and regions at any time.

## 21 Changes to this document

We may update our Terms and Conditions from time to time. We will notify you of any changes by posting the new Terms and Conditions on this page. We will let you know via email and/or a prominent notice on our Service, before the change becoming effective and update the “effective date” at the top of this Terms and Conditions.

You are advised to review these Terms and Conditions periodically for any changes. Changes to these Terms and Conditions are effective when they are posted on this page.

## 22 Contact us

If you have any questions about this document, please contact us at [info@mockupie.com](mailto:info@mockupie.com).