

ProDJFX

TERMS & CONDITIONS

ProDJFX DJ Deck

Effective date: August 2026

This document contains the customer terms governing ProDJFX.com and ProDJFX DJ Deck. It is intentionally consolidated into five Parts: Terms & Conditions, End-User Licence Agreement, Privacy Policy, Return / Refund Policy, and Digital Item Policy.

System requirement for ProDJFX DJ Deck: Ableton Live 12 or later with Max for Live. Product support: info@prodjfx.com. Website: ProDJFX.com.

PART I - TERMS & CONDITIONS

1. Scope and acceptance

These Terms & Conditions govern use of ProDJFX.com and purchases of ProDJFX DJ Deck and other ProDJFX digital products. By using the website or placing an order, you agree to these terms together with product-specific terms shown at the time of purchase. Software licence rights are governed by Part II - End-User Licence Agreement. If these Terms & Conditions and Part II conflict on software-licence matters, Part II controls for those matters, subject to applicable law.

2. Products and system requirements

ProDJFX products are digital products. ProDJFX DJ Deck requires Ableton Live 12 or later with Max for Live. It is designed for Ableton Live Session View. Product descriptions, compatibility information, system requirements, and included files shown on the product page form part of the purchase information. Customers are responsible for reviewing those requirements before ordering.

3. Prices, payment, and taxes

Prices are shown in the currency displayed at checkout. Applicable taxes, if any, are calculated or displayed before the order is completed. Payment is processed by the payment provider made available through the ProDJFX checkout. ProDJFX does not require customers to send payment-card information by email or support message.

4. Digital delivery

ProDJFX DJ Deck is delivered electronically. No physical product is shipped. Customers are responsible for providing accurate order and contact information and for maintaining access to the email address or customer account used for the purchase. Download, backup, replacement-file, and delivery information is set out in Part V - Digital Item Policy.

5. Licence and permitted use

Purchase grants a licence to use the software; it does not transfer ownership of the software or documentation. The software may not be shared, redistributed, sublicensed, resold, or included in another commercial download, template, bundle, course package, or subscription except where Part II or applicable law expressly permits.

6. Free Lifetime Updates and support

ProDJFX DJ Deck purchases include Free Lifetime Updates. A purchaser is entitled, at no additional charge, to updates that ProDJFX releases for ProDJFX DJ Deck. This entitlement does not guarantee a release schedule, any particular future feature, perpetual compatibility with Ableton Live, Max, operating systems, controllers, hardware, or other third-party software, or entitlement to separately sold future products. Support and documentation revisions may be provided through ProDJFX.com and info@prodjfx.com.

7. Returns and refunds

Because ProDJFX products are digital downloads, purchases are generally final after the files have been downloaded or accessed, subject to applicable law. Refund circumstances and the customer-facing process are set out in Part IV - Return / Refund Policy.

8. Intellectual property

ProDJFX software, documentation, website content, product images, graphics, branding, and related materials are protected by copyright and other intellectual-property laws. All rights not expressly granted are reserved. Ableton, Max for Live, and other third-party names and trademarks belong to their respective owners. ProDJFX is independently developed and is not affiliated with, endorsed by, or sponsored by Ableton or any other third party.

9. Prohibited use

- Do not use the website or products for unlawful, fraudulent, abusive, or infringing activity.
- Do not attempt to bypass purchase controls, access controls, licence restrictions, or technical protections.
- Do not copy, scrape, republish, or commercially exploit ProDJFX website or documentation content except as permitted by law or written permission.

10. Disclaimers and limitation of liability

To the maximum extent permitted by applicable law, ProDJFX products and website materials are provided on an "as is" and "as available" basis. Performance can depend on the customer's computer, operating system, Ableton Live and Max versions, audio interface, drivers, controller, project configuration, and source files. Nothing in these terms excludes or limits warranties, consumer rights, remedies, or liabilities that applicable law does not permit to be excluded or limited.

11. Privacy

Personal information is handled in accordance with Part III - Privacy Policy.

12. Governing law and consumer rights

These terms are governed by the laws of the Province of Ontario and the federal laws of Canada applicable there, without regard to conflict-of-law principles. Nothing in these terms prevents a consumer from relying on mandatory rights or remedies available under applicable consumer-protection law.

13. Changes to these terms

ProDJFX may update these terms when business practices, products, services, or legal requirements change. The version presented at the time of purchase remains relevant to that transaction, subject to applicable law.

14. Contact

Questions about these terms may be submitted to info@prodjfx.com. Product and company information is available at ProDJFX.com.

PART II - END-USER LICENCE AGREEMENT

IMPORTANT: Please read this Part before downloading, installing, copying, or using ProDJFX DJ Deck. By downloading, installing, copying, or using the software, you agree to be bound by this End-User Licence Agreement. If you do not agree, do not install or use the software and contact ProDJFX through info@prodjfx.com or the purchase channel.

For this Part, "Licensor" means the seller and copyright owner identified in the purchaser's transaction record, invoice, receipt, or download account. "Software" means ProDJFX DJ Deck, including the supplied Max for Live device, documentation, and accompanying files.

1. Licence Grant

Subject to payment of the applicable purchase price and compliance with this agreement, the Licensor grants the purchaser a limited, non-exclusive, non-transferable, revocable licence to install and use the Software.

- The licence is for one purchaser.
- The purchaser may install the Software on computers personally owned or controlled by that purchaser.
- The Software may be used for personal work, music production, rehearsals, livestreams, and paid or unpaid live performances.
- The Software is licensed, not sold. Ownership of the Software and its intellectual-property rights remains with the Licensor.

2. Permitted Backup Copy

The purchaser may keep reasonable backup copies solely for personal recovery and archival purposes. Backup copies remain subject to this agreement and may not be shared with another person.

3. Restrictions

Except where applicable law expressly permits otherwise, the purchaser must not:

- Share, upload, distribute, sublicense, rent, lease, lend, resell, or transfer the Software or any copy of it.
- Include the Software in another commercial product, template, course package, download bundle, or subscription.
- Remove, conceal, or alter copyright, attribution, licence, or proprietary notices.
- Circumvent access controls, purchase controls, or technical protections.
- Reverse engineer, decompile, disassemble, or modify the Software for redistribution or the creation of a competing product.
- Claim ownership or authorship of the Software or its documentation.

4. Third-Party Software

The Software requires third-party products, including Ableton Live 12 or later with Max for Live. Those products are not included and are governed by their own licences. The Software is independently developed and is not affiliated with, endorsed by, or sponsored by Ableton or any other third party.

5. Compatibility and User Responsibility

The purchaser is responsible for confirming that the Software is suitable for the purchaser's computer, operating system, Ableton Live version, Max version, audio interface, controller, and performance setup.

- Tracks must be prepared and tested before performance use.
- The purchaser must maintain backups of Ableton Live Sets, audio files, mappings, and purchased downloads.
- The purchaser must test the complete setup before any rehearsal, broadcast, recording session, or live performance.
- Compatibility with future versions of Ableton Live, Max, operating systems, controllers, or third-party software is not guaranteed.

6. Free Lifetime Updates and Support

The purchaser is entitled to free updates that ProDJFX releases for ProDJFX DJ Deck. This Free Lifetime Updates benefit does not guarantee a release schedule, any particular future feature, perpetual compatibility with third-party software or hardware, continued support for any particular configuration, or entitlement to separately sold future products. Documentation revisions and support may be provided through ProDJFX.com and info@prodjfx.com.

7. Refunds

Due to the digital nature of the Software, purchases are generally final once the files have been downloaded or accessed. Refund requests may be considered for duplicate purchases, inaccessible or corrupted files that cannot be replaced, or confirmed incompatibility that directly contradicts the stated product requirements. Refunds are subject to Part IV - Return / Refund Policy and applicable consumer-protection law.

8. Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ERROR-FREE OPERATION, OR UNINTERRUPTED AVAILABILITY.

The Licensor does not warrant that the Software will meet every requirement, operate with every system configuration, or remain compatible with future software or hardware changes. This section does not exclude warranties or conditions that applicable law does not permit to be excluded.

9. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSOR WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOST DATA, LOST OPPORTUNITIES, PERFORMANCE INTERRUPTION, OR EQUIPMENT OR SOFTWARE FAILURE ARISING FROM OR RELATED TO THE SOFTWARE.

Where liability cannot lawfully be excluded, the Licensor's total aggregate liability arising from or related to the Software will not exceed the amount paid by the purchaser for the Software. This limitation does not apply where prohibited by applicable law.

10. Termination

This licence terminates automatically if the purchaser materially breaches this agreement. Upon termination, the purchaser must stop using the Software and delete all copies, except copies that must be retained by law. Sections concerning ownership, restrictions, disclaimers, liability, and general terms survive termination.

11. Copyright and Ownership

The Software and documentation are protected by copyright and other intellectual-property laws. All rights not expressly granted in this agreement are reserved. © 2026 ProDJFX. All rights reserved.

12. Governing Law

This agreement is governed by the laws of the Province of Ontario and the federal laws of Canada applicable there, without regard to conflict-of-law principles. Nothing in this section prevents a consumer from relying on mandatory rights or remedies available under applicable consumer-protection law.

13. General Terms

If any provision is found unenforceable, it will be limited or removed only to the minimum extent necessary, and the remaining provisions will continue in effect. A failure to enforce a provision is not a waiver. The purchaser may not assign or transfer this agreement without the Licensor's written consent.

This document, together with product-specific terms shown at purchase, forms the agreement concerning the Software. If terms conflict, mandatory law applies first, followed by any specific written term presented at purchase, then this Part for software-licence matters, and then Part I for general website and purchase matters.

14. Contact

Questions, support requests, and licence inquiries may be submitted to info@prodjfx.com or through the purchase channel.

PART III - PRIVACY POLICY

1. Scope

This Privacy Policy explains how ProDJFX ("ProDJFX", "we", "us") handles personal information collected through ProDJFX.com, the online store, product delivery, customer support, and related business activities.

2. Information we may collect

- Contact information such as name, email address, and information you provide in a support request.
- Order information such as product purchased, order number, transaction date, purchase amount, currency, and order status.
- Billing or payment-related information processed by the payment provider. Full payment-card details are generally handled by the payment processor rather than directly by ProDJFX.
- Technical and usage information such as IP address, browser or device information, site activity, cookies, and similar data generated through website hosting, security, analytics, or e-commerce services.
- Communications and troubleshooting information you choose to provide, including software versions, operating system, error messages, and reproduction steps.

3. How we use personal information

- Process and administer orders and digital delivery.
- Provide customer support, file replacement, troubleshooting, and licence assistance.
- Maintain transaction, accounting, security, and fraud-prevention records.
- Operate, secure, analyze, and improve the website and customer experience.
- Send transactional communications related to an order, support request, product access, or important service information.
- Send marketing communications only where permitted and provide an unsubscribe method where required.

4. Consent and limiting collection

ProDJFX collects, uses, and discloses personal information for identified and appropriate business purposes. We aim to limit collection to information reasonably needed for those purposes and to obtain meaningful consent where required.

5. Service providers and payment processing

ProDJFX uses third-party service providers to operate parts of the business, which may include website hosting, e-commerce, payment processing, email, analytics, security, and digital-delivery services. These providers may process personal information on our behalf or under their own applicable terms and privacy practices. Information may be processed or stored outside the purchaser's province or country and may be subject to the laws of the jurisdiction where it is processed.

6. Cookies and analytics

The website may use cookies and similar technologies for essential site operation, checkout, security, preferences, traffic measurement, and analytics. Browser settings may allow you to limit certain cookies, although disabling essential cookies can affect website or checkout functionality.

7. Retention

Personal information is retained only as long as reasonably necessary for the purposes for which it was collected, to maintain transaction or support records, to meet legal or accounting obligations, to resolve disputes, or to protect legitimate business interests. Information that is no longer required is deleted, anonymized, or securely disposed of where appropriate.

8. Safeguards

ProDJFX uses reasonable administrative, technical, and organizational safeguards appropriate to the sensitivity of the information. No internet transmission or storage system can be guaranteed to be completely secure.

9. Access and correction

You may request access to personal information held by ProDJFX and ask that inaccurate information be corrected, subject to applicable law and permitted exceptions. We may need to verify identity before completing a request.

10. Privacy concerns and complaints

Privacy questions, access or correction requests, and complaints may be sent to info@prodjfx.com. ProDJFX will review privacy concerns and respond as required by applicable law.

11. Changes to this policy

This policy may be updated to reflect changes in business practices, service providers, technology, or legal requirements. The current version should be made available on ProDJFX.com.

PART IV - RETURN / REFUND POLICY

1. Digital-product purchases

ProDJFX DJ Deck and other ProDJFX software products are digital items delivered electronically. No physical product is returned to ProDJFX after download.

2. General refund rule

Because digital products can be accessed or copied immediately after delivery, purchases are generally final once the files have been downloaded or accessed, subject to applicable consumer-protection law.

3. Refunds that may be considered

- The same product was purchased more than once by mistake.
- The purchased file is inaccessible or corrupted and ProDJFX cannot provide a working replacement.
- A confirmed incompatibility directly contradicts the system or product requirements stated by ProDJFX at the time of purchase.
- A refund or cancellation is required by applicable law.

4. Situations that normally do not qualify

Subject to applicable law, a refund is normally not provided solely because the purchaser:

- Changes their mind after receiving or accessing the digital product.
- Does not have the required third-party software or compatible system identified before purchase.
- Has not prepared or tested their Ableton Live Set, tracks, audio interface, controller, or computer as described in the product documentation.
- Expected a feature, workflow, or compatibility that was not stated on the product page or in the supplied documentation.

5. How to request a refund

Submit the request to info@prodjfx.com or through the purchase channel. Include the order information, product name, reason for the request, and any relevant technical details. For compatibility or technical issues, ProDJFX may first attempt to identify the cause and provide a replacement file, documentation clarification, or reasonable troubleshooting steps.

6. Approved refunds

Approved refunds are normally returned through the original payment method or purchase channel where practicable.

Processing time can depend on the payment provider or financial institution. Where applicable law requires a refund within a specific period, that legal requirement applies.

7. Statutory rights

This policy does not exclude, waive, or limit consumer rights, cancellation rights, warranties, or remedies that applicable law does not permit to be excluded or limited.

8. Contact

Questions about a purchase or refund request may be submitted to info@prodjfx.com. Product information is available at ProDJFX.com.

PART V - DIGITAL ITEM POLICY

1. Digital-only product

ProDJFX DJ Deck is a digital software product. No physical item, disc, printed manual, controller, audio interface, Ableton Live licence, or Max for Live licence is included unless a product page expressly states otherwise.

2. Delivery and access

After a successful purchase, the product is made available through the download or delivery method associated with the order. Customers are responsible for providing accurate contact information and maintaining access to the email address or customer account used for the purchase. If a download link or delivered file does not work, contact info@prodjfx.com.

3. Included digital files

The ProDJFX DJ Deck customer package contains exactly these four items:

- ProDJFX DJ Deck Max for Live device (.amxd; filename may include the current software version)
- ProDJFX DJ Deck User Manual.pdf
- ProDJFX DJ Deck READ ME.pdf
- ProDJFX Terms & Conditions.pdf

4. System and third-party software requirements

ProDJFX DJ Deck requires Ableton Live 12 or later with Max for Live. Third-party software, operating-system licences, audio hardware, controllers, music files, and other equipment are not included. Customers must review the product requirements before purchase and test their complete performance system before live use.

5. Licence, not ownership

Purchase provides a licence to use the digital product under Part II - End-User Licence Agreement. The software and documentation remain the intellectual property of ProDJFX or the applicable rights holder. The product may not be shared, redistributed, resold, sublicensed, uploaded for others, or bundled into another product except where Part II or applicable law expressly permits.

6. Downloads and backups

Customers should keep a secure backup copy of the purchased download, device file, documentation, Ableton Live Sets, mappings, and other performance-critical material. Availability of an online download link is not a substitute for maintaining your own backup.

7. Free Lifetime Updates

ProDJFX DJ Deck purchases include Free Lifetime Updates. Customers are entitled to updates that ProDJFX releases for ProDJFX DJ Deck without an additional update charge. Updates may include fixes, compatibility changes, documentation revisions, or feature changes. This benefit does not guarantee a specific update schedule, any particular future feature, perpetual third-party compatibility, or entitlement to separately sold future products.

8. File replacement and technical issues

If the delivered file is inaccessible or corrupted, ProDJFX may provide a replacement copy or alternate delivery method after verifying the order. Technical support may require information such as the Ableton Live version, Max version, operating system, device version, exact error message, and reproduction steps.

9. Returns and refunds

Digital-product refunds are governed by Part IV - Return / Refund Policy and applicable law. Digital purchases are generally final after download or access, subject to the exceptions and statutory rights described in that Part.

10. Changes to digital items

Documentation, packaging, screenshots, and product files may be revised over time. Customers should use the documentation supplied with their product version or the current documentation made available by ProDJFX.

11. Contact

Questions about delivery, downloads, replacement files, or digital-item access may be submitted to info@prodjfx.com. Product information is available at ProDJFX.com.