

## **License Agreement**

**Last updated on May 20, 2021**

### **General conditions**

Please read the license agreement carefully before purchasing our software. By purchasing our software, you agree with the terms and conditions of this license agreement governing installation and use of the software. If you disagree with this license agreement, please do not upload, install or use the software and contact us for instructions how to return it. Please refer to our [terms of use](#) for definitions used herein.

This License Agreement (“License”) constitutes the entire agreement between you and GoMage, Inc. (hereafter “Owner”, “we” “us”, “our”) regarding the use, uploading and installation of the software packages, modules, templates and all media and materials contained therein (hereinafter – “Software”). If you are accepting the terms of this License on behalf of a legal entity (as an agent or employee), you represent and warrant that you are entitled and have full authority to bind the respective legal entity into this License. The Software is licensed, not sold. All copyrights are reserved by the Owner.

### **The License Granting and the Software Using**

The Owner grants you a personal, worldwide non-exclusive, non-transferable, non-sublicensable, non-perpetual, revocable, limited, royalty free right and license to use and modify (only by the way of deleting of the installed modules) the Software in the present shape and form subject to limitations specified thereunder.

You shall (1) be solely responsible for any fees, including Internet connection, incurred when accessing and using our Software; (2) not upload the Software to any file that contains or redirects to a virus, worm, Trojan horse, or other harmful technology or component that unlawfully provides alternative access; (3) not decompile, adapt, interfere with, reverse engineer, disassemble, copy, or disrupt the functionality, integrity, features, or performance of the Software; (4) not access the Software with the intent to and/or in order to create a comparable or similar application or software or copy with any features, graphics, ideas, images, videos, intellectual property or functions the same as or similar to our Software ;(5) comply with all applicable export and import laws and regulations, including those that apply to goods of European Union and United States origin and that prohibit or limit export for certain uses or to certain users; (6) not harass, threaten, embarrass or cause distress, unwanted attention or discomfort to Owner; (7) not send blatant expressions of bigotry, racism, hatred, or profanity or any other images or material deemed by Owner to be offensive or/and (8) not send, submit or publish any defamatory, inaccurate, abusive, obscene, profane, or threatening material which is racially or ethnically offensive or which infringes upon the right of any third party, as determined by Owner; (8) not reproduce, duplicate, copy, sell, exchange, rent, sublicense, or resell Software related hereto regardless of the purpose except as provided herein, unless you have specifically been granted advance written permission from the Owner as evidenced by a separate written agreement signed by us and you.

Our Software can be integrated into one or several domains of one installation of Magento open-source e-commerce platform on a single website, be it your own site or a client’s project. Your website domain should be provided during purchasing and can ONLY be changed within forty-five (45) days of date of purchase upon request to the Owner.

Our Software can contain a restriction control function integrated for each License. The restriction control function will not gather any data about you, your store or your clients. You are obliged and agree not to edit, modify or delete this function.

You may auto-download our Software only once; and after being downloaded, it cannot be replaced. Unless you purchased installation services, you are responsible for properly configuring and using our Software and taking your own steps to maintain appropriate security, protection and backup of your content.

Owner reserves the right to inform you about software updates and/or extensions. You understand and acknowledge that these updates and/or extensions may be critical in order for the software to work properly.

### **Installation & Support**

Installation of the Software is not covered by the license fee and is performed for an extra charge. Nevertheless, you are free to install the Software on your own.

The cost of installation covers integration, customization, error fixing, and performance of other services agreed between us and you.

License includes twelve (12) months support free of charge. The twelve (12) months free support does not cover installation assistance, development and customization. Furthermore, it does not cover the assurance of compatibility with, discovered error elimination of, assistance in elimination of errors arising after upgrading the Software, and assistance in special requirements connected with but not limited to the software developed by third parties.

All inquiries to the support department shall only be related to the Software provided on [www.gomage.com](http://www.gomage.com).

### **License Agreement Term and Cancellation**

The License purchased by you remains valid for all new release products and updates of the Software issued within 1 year (365 days) from the date of License purchasing. Upon one-year period expiration, all further upgrading is performed at extra cost to you.

Owner reserves the right to terminate the Agreement immediately in case of this License breach. You will be notified via email should the Owner exercise this right.

**Suspension of Account.** If you violate this License, Owner may suspend your user account and cancel your License. In the case of serious violations to this License or in the case of other violations that are not cured within a reasonable time frame (as determined by Owner in its sole discretion), Owner may, in addition to its other legal rights and remedies available hereunder and at law or in equity, delete your account and your site(s) from our database. In either case, you may be permanently restricted from holding an account on the Service. The determination and decision as to whether or not an account or site is in violation of the terms of this License Agreement, is at the sole discretion of Owner.

### **Guarantees and Property Rights**

The Owner declares and guarantees that it is the sole owner of intellectual property rights to the Software in whole as well as brands, logo, and is entitled to enter into this License Agreement. All copyright to the Software shall remain with the Owner and its licensors.

Nothing in this License shall authorize you to use brands, logo, names, domains and other trademarks belonging to the Owner.

You have no right to delete, hide, or change any copyright and trademark notices within the Software or materials rendered during the support.

Owner claims no right of any data that is generated by you in the course of using our Software and/or which may be transmitted or processed while using our Software.

### **The Owner's Liability Limitation**

You hereby release Owner from all claims of liability relating to the Software or the use of the Software, and accept that in no case shall Owner be liable for the Software operation as well as for any changes you make to the Software (i.e. features, functions, properties, destination, structure changes) by means which are not stipulated by the technical documents supplied with the Software, as well as Software being damaged by other software due to the effects of the other software (including cases in which the Software has been damaged by viruses or other harmful software, or damaged by you or by third parties both deliberately or accidentally).

You represent and agree that under no circumstances will the Owner be liable for any of the following: (1) loss of, or damage to, data; (2) incidental, exemplary or indirect damages, or for any economic consequential damages; and/or lost profits, business, revenue, goodwill, even if such loss arises as a consequence of the event that generated the damages. You represent and agree that to the maxim extent permitted by applicable law, the Owner's liability shall be limited to the amounts paid by you to the Owner or EUR 1000, whichever is less.

No oral or written information or recommendations received from the Owner are considered as guarantee obligations. This restriction cannot be applied if it contradicts the legislation of your country.

Without prejudice to the above mentioned obligations and guarantees contained in this License Agreement, you represent and agree that no obligations, warranties, guarantees or other conditions (including all provisions meant, such as: satisfactory quality, suitability for certain purposes, or correspondence to the description) cover the Software and its use.

This Software is intended for use with any data, media, files, or content to which you have sufficient rights to, authority for, or ownership of. It is your responsibility to ascertain whether copyrights, patents, or other licenses are needed for the data, media, files or content that you use in conjunction with this Software. You agree to hold harmless, indemnify and defend the Company, its officers, directors, employees against any loss, damage, fine, or expense including reasonable attorney's fees arising out of or related to any claim that you have used this Software in violation of applicable laws in your jurisdiction or have breached the terms of this Agreement. It is your responsibility to abide by the laws of whichever jurisdiction you reside in.

### **Activation Key Request**

If you want to get the activation key for the developer website, please contact our support department using the contact form found here: <https://www.gomage.com/contacts/> and provide us with an URL or authentic IP.

The developer website may be on a separate installation of Magento than your base domain from a purchased license..

Owner does not provide activation keys for “localhost” URLs or “127.0.0.1” IP addresses. The URLs or IPs should be both unique and authentic. Owner only provides the activation keys for Licenses purchased pursuant to the terms of this Agreement.

All developer keys are active for 365 days; however, if you need an additional time to use our extension for development, please contact our Support Department for a new key activation by using the contact form found here: <https://www.gomage.com/contacts/>.

### **Advertising Material**

Upon purchase of our Software the advertising material may be periodically shown in the administrative panel of your Magento. You have the option to disable such advertisements if you do not wish to learn about our new and upcoming products. No information will be collected when advertising. Please refer to our Privacy Policy to learn more about how we protect your information.

BY CHECKING “I ACCEPT THE LICENSE AGREEMENT” IN ALL RELATED FORMS YOU HEREBY AGREE IN WHOLE AND IRREVOCABLY WITH THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT.

### **Miscellaneous**

Force majeure. Neither you nor Owner is responsible for failure to fulfill any obligations due to causes beyond its control.

No waiver. Failure by Owner to enforce any rights hereunder shall not be construed as a waiver of any rights with respect to the subject matter hereof.

You agree that Owner may change the terms of this Agreement from time to time by sending notification via email or other means.

Severability. If any provision of this Agreement is held unenforceable by the court, then such provision will be modified to reflect the previous provision by Owner. All remaining provisions of this Agreement will remain in full force and effect.

Dispute resolution. Each party will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations under this Agreement. The parties will attempt in good faith to resolve all disputes, disagreements, or claims between the parties relating to this Agreement.

Governing law; Place of jurisdiction. Any cause of action, claim and/or dispute that might arise between the parties hereunder, shall be subject to the laws of the Law of Texas, without regard to conflict of law principles and provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply. Non-exclusive jurisdiction and venue for actions related to this Agreement or Licensee’s use of the Software will be the state courts located in Texas.

Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.