

# eWave End-User License Agreement

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## INTRODUCTION

Please read this license agreement ("Agreement") carefully prior to using products from the eWave store (the "Product" or "Software") operated by NASKO TRADING PTY LTD trading as 'eWave' ("us", "we" or "our").

By purchasing any product from the eWave store, you agree to be bound by this Agreement. If you disagree with any part of the terms then you may not use the Software.

## IT IS AGREED as follows:

1. This license agreement is an Agreement between you (the person or company who is being licensed to use the Software or Documentation) and eWave. The Agreement applies to all products/software/scripts/services you purchase from us.
2. By purchasing the Software you acknowledge that you have read this Agreement, and that you agree to the content of the Agreement and its terms, and agree to use the Software in compliance with this Agreement.
3. The Agreement comes into legal force at the moment when you order our Software from our site (<https://ewave.com>) or through the Magento Marketplace (<https://marketplace.magento.com/>) or receive it through email or on data medium at the our discretion.
4. We are the copyright holder of the Software. The Software or a portion of it is a copyrightable matter and is liable to protection by the law. Any activity that infringes terms of this Agreement violates copyright law and will be prosecuted according to the current law. We reserve the right to revoke the license of any user who is holding an invalid license.
5. This Agreement gives you the right to use only one copy of the Software on one Magento installation solely for your own personal or business use, subject to all other terms of this Agreement. A separate License should be purchased for each Magento installation. Any distribution of the Software without our consent, including noncommercial distribution is regarded as violation of this Agreement and entails liability, according to the current law.
6. You may not use any part of the code in whole or part in any other software or product or website.
7. You may not give, sell, distribute, sub-license, rent, lease or lend any portion of the Software or Documentation to anyone. You may not place the Software on a server so that it is accessible via a public network such as the Internet for distribution purposes.
8. You may not remove or alter any brand, copyright, disclaimer, terms of use, attribution or any other proprietary notices or marks within the extension code including but not limited to eWave branding in file names, class names, variables, texts or UI items.
9. You are bound to preserve the copyright information intact, this includes all right, title, copyright and interest in the Software, source code.
10. We will not be liable to you for any damages (including any loss of profits/saving, or incidental or consequential) caused to you, your information and your business arising out of the use or inability to use this Software.
11. We are not liable for prosecution arising from use of the Software against law or for any illegal use.
12. If you fail to use the Software in accordance with the terms and conditions of this Agreement, it constitutes a breach of the agreement, and your license to use the Software is revoked.
13. eWave offers 90 days of free email support ('Support Services' or 'Support') for products purchased from us, with a paid option to extend the period to 6 or 12 months. Customers are free to report any bugs experienced while using our extensions. eWave will try to fix the bugs as soon as possible. To report bugs or request support please contact us.
14. eWave Products are provided on an "As Is" and "As Available" basis. To the full extent permissible by applicable law, we disclaim all warranties, express or implied, including, but not limited to, implied warranties of Product or Software for a particular purpose or non-infringement of intellectual property. We make no representations or warranty that the Product or Software will meet your requirements, or that your use of the Product or Software will be uninterrupted, timely, secure or error free; nor do we make any representations or warranty as to the results of that may be obtained from the Product or Software. We make no representations or warranties of any kind, express or implied, as to the operation of the Product or Software.

15. eWave reserves the right to modify this Agreement at any time and impose its clauses at any given time. For example, eWave may modify existing terms to reflect any mandatory changes to the law. You should check the terms regularly to keep informed. eWave will post notice of modification to these terms on this page or via the email address you registered with us. Changes will not apply retroactively. You should discontinue your use of our Software if you do not agree with the updated Agreement.
16. As long as you use the Software, eWave shall be entitled to monitor your technical use of the Software (excluding personal data), if there are reasonable suspicions that the you may use the Software contrary to the provisions of this Agreement.  
If eWave discovers unauthorized use, reproduction, distribution, or other exploitation of the Software, you shall:
  - a. pay to eWave the License Fee for each such unauthorized use, reproduction, distribution, or other exploitation of the Software contradictory to this Agreement (for instance, if the Software is installed on more than 1 (one) production Magento installation, than the License Fee shall be paid for each such additional installation), or
  - b. pay to eWave three months Subscription Fee, if the Software is provided on a subscription model, for each such unauthorized use, reproduction, distribution, or other exploitation of the Software contradictory to this Agreement (for instance, if the Software is installed on more than 1 (one) production Magento installation or used by the Customer without payment of the Subscription Fee, than three months Subscription Fee shall be paid for each such additional installation or use), and
  - c. pay a contractual penalty in the amount of AUD\$1,000 for each breach for each such unauthorized use, reproduction, distribution, or other exploitation of the Software contradictory to this Agreement, and in case the Software is provided on a subscription model – a contractual penalty in the amount of AUD\$2,000 and
  - d. indemnify eWave in respect of any other costs or damages.
17. The Agreement remains effective until terminated. We retain the right to terminate your license to use the Software at any time, if in its sole discretion, you are not abiding by the terms of the Agreement, including, but not limited to, obscuring or removing any link or copyright notice as specified in this agreement. You may terminate it at any time by destroying all copies of the Software. Termination of this Agreement does not bind us to return you the amount spent for purchase of the Software, if more than fourteen days have passed since the purchase date. eWave reserves the right to terminate all software licenses, all orders and applicable support for a customer convicted in violation of the Agreement.
18. No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labour disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control.
19. If you continue to use the Software after eWave gives you notice of termination of your license, you hereby agree to accept an injunction to enjoin you from its further use and to pay all costs (including but not limited to reasonable attorney fees) to enforce our revocation of your license and any damages suffered by us because of your misuse of the Software.
20. This Agreement will be governed and construed in accordance with the laws of Australia and by the laws of the State of New South Wales without regard to its conflicts or law provisions.
21. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.