# CODERNIA

License Agreement for Magento Extensions

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The License grant does not include ownership of any original works, part of thereof or any documentation or derivative works of the Product.

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If revealed that the Product has been used in manner breaching the above mentioned terms of use, Codernia is authorized to suspend and eventually revoke the License.

Codernia retains title to and ownership of the Product and all enhancements, modifications and updates of the Product.

Codernia reserves the right to use your Magento shop name and logo for the promotional purposes of the purchased extension.

The exclusive forum for disputes arising out of, or relating to, this Agreement shall be an appropriate court in Belgrade, Republic of Serbia.


3.  Representations on PHP Codebase

The Product is written in PHP, as provided under the PHP License, version 3.01, Copyright (c) 1999 - 2012 The PHP Group.  All rights reserved.

Pursuant to the said license, redistribution and use in source and binary forms, with or without modification, is permitted provided that the following conditions are met:

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4. Installation

Each Product package includes an automated Installer. The automated installation may depend on the configuration and the level of optimization of target Magento solution. Codernia does not pledge its installation module will operate successfully on modified as well as non-modified Magento solutions. In case of problems with automatic installation, you may purchase installation service executed by the Codernia team.

To use the paid installation service you are obliged to present correct web-site access information to Codernia's support personnel, as well as valid Product License information. Installation service payments are non-refundable. Codernia will only provide paid installation services for Codernia products where the source code hasn't been modified by you or any third party.

Failing to meet any of the above mentioned requirements deprives you of the ability to use this service.

5. Support Policy

Support team shall provide to you, without additional charge, all reasonably necessary written consultation requested in connection with use and operation of the Product or any problems therewith, within above-stated period of time.

All other support requests will be charged according to the current Codernia support rate, although none of it would be done without previous consultation with you. The consultation will also contain a brief explanation of tasks which need to be performed.

The Support team reserves the right to ignore any appeals or requests, not falling under the present conditions. All information acquired from the Codernia support team is advisory only and shall not create any warranty for Codernia.

6. Product Updates

Codernia will release timely information about new updates in the admin notifications of the Magento installation. It is your responsibility to check these notifications and update availability. You can claim updates via the Support department.

All updates can be used only as a replacement of a previously purchased Product, not as a separate copy of a Product.

Codernia reserves the right to determine which products will be updated and when. Codernia reserves the right to discontinue product updates.

Updates shall be available to you free of charge for 6 months from the original purchase date. After that an update will cost 75% of the regular Product price at the moment of update request.

If needed, License Upgrade can be performed before or after the purchase of Product Updates.

The paid update package includes the latest version of the product and 6 extra months of free updates from the purchase date, if, and only if, the Product is licensed with Professional License or Enterprise License.

You are not obliged to purchase updates every 6 months. The decision about whether to purchase an update and when is exclusively the customer's decision. You can continue using the Product after 6 months from the original purchase date and can contact Codernia for paid support services.

7. Refunds

You may demand a refund (full refund or License Downgrade) for any Codernia Product within a 30-day period from the date of purchase. Any clarification of your refund claim within the 30-day period is optional. The Codernia staff will check the compliance of all License information before resolving any refund issues. Codernia reserves the right to deny money refund claimed within the stated period if your License information is incomplete and/or incorrect.

Refund requests submitted after the expiration of the 30-day period shall not be accepted. Refunds of money charged for custom installation service shall not be issued.

Codernia considers its Product refunded when the money has been withdrawn from its account. If no notification has been received from you within 10 bank days, informing the Codernia staff that money has not been received, the Product is treated as refunded. You are obliged to uninstall the Product before requesting the refund and terminate all its copies and derivatives within the 5 bank days starting from the day of initiation of the money refund process.

Codernia is not responsible for any damages to Magento's functioning, to business profits, or

information occurring due to enforced manual deletion of the refunded Product or its derivatives.

### 8. Confidentiality

Each party agrees that it shall not disclose to any third parties any and all information concerning the customers, trade secrets, methods, processes, procedures, or any other confidential, financial or business information of the other party, which it learned during the course of its performance of this Agreement, without the prior written consent of such other party. This obligation shall survive the cancellation or other termination of this Agreement or License.

The Product contains trade secrets and proprietary know-how that belong to Codernia and it is being made available to you, the Licensee, in strict confidence.  Codernia does not collect any personal or business information, except for the information in its Products that ensures the Product's valid purchase and exploitation, which is:

- Server name;
- Server host name;
- Server address (IP);
- Magento installation version;
- Personal identification for the Magento installation, issued by Codernia server during purchase;
- Magento installation source code path;
- Magento default host domain name;
- Magento current host domain name;
- Magento admin area path;
- Module's key name;
- Module's version;
- Module's identification number in Codernia DB;
- License purchase identification number.

### 9. Disclaimer of Liability

Codernia Products are not stand-alone solutions and require Magento to be installed primarily with a valid Magento License.
Codernia does not guarantee for its Product to operate correctly on any Magento solution, either modified or non-modified.
Codernia does not bear any responsibility for damages or incorrect running of the Magento solution, occurred due to installation or utilizing of Module.
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Complaints received from any third party may result in License suspension or revocation if the matter cannot be resolved. License suspension action is at the sole discretion of Codernia and is intended to offer both parties time for settlement or advice.
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Codernia is not liable to you or any third party for any damages including, but not limited to, loss of business or business profits, loss of business information due to using Codernia's Products.

Nor shall it be held liable for any claim or right to recover damages, including, but not limited to, loss of profit, data, or use of the Product and source code or special, incidental, or consequential damages, or other similar claims, even if Codernia has been specifically advised of the possibility of such damages.

By accepting this License Agreement you acknowledge to use the Product at own risk and have a clear understanding of responsibility for any damage to any computer systems and data.

### 10. Warranties

Although Codernia has tested the Product and source code and reviewed the documentation, Codernia makes no warranty or representation, either expressed or implied, with respect to the Product and source code, its quality, performance, merchantability, or fitness for a particular purpose.  As a result, the Product and source code is licensed "as is," and you are assuming the entire risk as to its quality and performance.

### 11. Changes in Conditions

Codernia reserves the right to modify these agreement terms at any time.
It is solely your responsibility to inquire about any changes made to the present Agreement.

### 12. Entering into Force

The Agreement comes into legal force at the moment when you order the Product or receive it through email or on data medium at our discretion.

### 13. Severability Clause

Should any part of this EULA be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or portion of this EULA should not invalidate the remaining portions thereof, and they shall remain in full force and effect.