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Terms used in this license

Product: Purchased software, scripts, documentations etc. produced or provided by Hyvä Themes B.V. from Nuth, The Netherlands.

License Agreement: hereinafter also referred to as convention, agreement or conditions.

End Product: A (customized) implementation of the product, usually a public facing website customized with your design/content. Typically this means a single Magento installation, distributed over one or multiple web servers.

In Layman’s terms

In short, you need a license for **each** publicly accessible Magento 2 shop using our product.

You **may** purchase it on behalf of your client and charge your client and implement it with any customizations required for your website.

Our one-off products have a **30-day refund** period, no questions asked.

Our **support subscriptions** (for Checkout) are non-refundable and billed yearly.

You **may not** redistribute any part of the product, in any other form, either commercially or free of charge.

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5. The licensor is the copyright owner of the sold product and its documentation. The software and parts of it are protected by copyright. Any activity that breaches the conditions of this convention or the copyright, will be prosecuted in accordance with applicable law.
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- 7.** This agreement provides the licensee the right to use a copy of the software solely in a (one) End Product or for private use if all other conditions of this convention are met. For each additional Magento or Adobe Commerce installation a separate license must be purchased.
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- 9.** You can modify or manipulate the Product. You can combine the Product with other works and make a derivative work from it. The resulting works are subject to the terms of this license. A license will always be required for the resulting End Product.
- 10.** You can create 1 (one) End Product for a client, and you can transfer that single End Product to your client for any fee. This license is then transferred to your client.
- 11.** You can't Sell the End Product, except to one client. The license is in this case transferred to your client.
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Please contact us if you have plans to use The Product in any way described above, so that we might discuss custom license arrangements

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2. Hyvä Theme License Terms

1. A Hyvä Theme license covers one (1) Magento installation with unlimited storeviews and domains.
2. Additionally, you can use the license for an unlimited amount of staging/development environments as long as it belongs to the same business entity and End Product.
3. At least one domain linked to your production installation should be known to The Licensor at any time.
4. Any updates to the actively linked domain to your Hyvä Theme license must be notified to The Licensor by email or the contact form at hyva.io.
5. Product Updates and Slack Community support are included in the Hyvä Theme license.

3. Hyvä Checkout License Terms

1. A Hyvä Checkout license covers usage of 5 production domains. Additional domains can be bought separately in bundles of additional domains (5, 10, 15 or unlimited)
2. Additional domain packages are sold as a one-off purchase.
3. Active domains linked to a license should always be known to The Licensor. At this time updates/changes to the used domains must

be notified to The Licensor via mail or by using the contact form at hyva.io.

4. You may use the additional domains on your Checkout License on multiple Magento installations, as long as these are all used by the same company or legal entity.
5. You may not hold a single license for multiple companies or legal entities. If you are a systems integrator, you need to buy a separate license for each of your customers.
6. A Checkout License comes with updates and support plans as per below:

4. Yearly Support and Upgrade Subscription

1. Our yearly support and upgrade plan - currently available for Hyvä Checkout - is a subscription based service.
2. The Yearly Support package gives you access to our Support Team via Slack as well as Software Updates for the duration of the chosen plan.
3. The duration of a Subscription Term is 1 year. A subscription may be canceled at any time, at latest on the last day of the current term.
4. Cancellation of your Subscription Plan needs to be sent to us by email or by using our contact form at hyva.io.
5. After cancellation, your subscription remains active until the end of the active term. The remainder of the current term is non-refundable.
6. You will receive the invoice for the subscription renewal one month before the end of your current period. Failure to meet the payment term of 28 days will render your support and upgrade license inactive.

5. Multi Year Support and Upgrade Package

1. Our Multi Year Support and Upgrade Package - currently available for Hyvä Checkout - is a one-off purchase that covers multiple years at once.
2. The Multiyear Support package gives you access to our Support Team via Slack as well as Software Updates for the duration of the package.
3. Multiyear Support Packages are non-refundable.



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