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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/Adobe Commerce **installation**, distributed over one or multiple web servers, including multiple store-views/domains.

In Layman’s terms

In short, you need a license for **each End Product** (publicly accessible Magento/Adobe Commerce instance 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 and Enterprise) 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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1.1 License Rights

- 1.1.1** A license grants you, the licensee, ongoing, non-exclusive, worldwide rights to make use of the selected Hyvä Product.
- 1.1.2** By purchasing the software, you, the licensee, acknowledge this agreement and agree to the content of these conditions and commit to use the software solely in accordance with this agreement.
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- 1.1.5** The software may be used on non-productive Magento (Adobe Commerce) installations which are used for developing or testing purposes.
- 1.1.6** 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.

1.2 Ownership

- 1.2.1 You can create 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.
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- 1.2.3 The ownership of a license can be transferred once, which can be done by sending us an email with the license information and the new owner's contact data.
- 1.2.4 "Repurposing" a license is not allowed. In other words, once a license has been used in production in an End Product, it cannot be transferred/re-used for the creation of another End Product.
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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

1.3 Refund

- 1.3.1 A full refund may be requested within 30 days after the order was paid and access to the code has been granted.
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below). Some of our services are exempt from refunds, such as our Updates and Support subscriptions.

1.4 Copyright

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- 1.4.2** Any contributions to The Product, made by any third party, become part of The Product. The contributing third party waives any intellectual property when making a contribution. Any exceptions should be agreed on before contributions are offered by the third party. This applies for contributions voluntarily made to our codebase.
- 1.4.3** The licensee is obliged to preserve the copyright information provided within the software and its documentation unchanged.
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1.5 Liabilities

- 1.5.1** The licensor cannot be held responsible for damages (including missed profits and consequential losses) caused by the licensee or its vicarious agents due to use of this software.
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damages suffered by us because of your misuse of the Software.

2. Product Specific License Terms

2.1 Hyvä Theme License Terms

- 2.1.1** A Hyvä Theme License covers one (1) Magento (Adobe Commerce) installation with unlimited storeviews and domains.
- 2.1.2** 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.
- 2.1.3** At least one domain linked to your production installation should be known to The Licensor at all times.
- 2.1.4** 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.
- 2.1.5** 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.
- 2.1.6** Product Updates and Slack Community support are included in the Hyvä Theme license.

2.2 Hyvä Checkout License Terms

- 2.2.1** A Hyvä Checkout License covers one (1) Magento (Adobe Commerce) installation with unlimited storeviews and domains.
- 2.2.2** 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.

- 2.2.3** At least one domain linked to your production installation should be known to The Licensor at all times.
- 2.2.4** Any updates to the actively linked domain to your Hyvä Checkout License must be notified to The Licensor by email or the contact form at hyva.io.
- 2.2.5** 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.
- 2.2.6** A Checkout License comes with updates and support plans as per section 3 or 4 below.

2.3 Hyvä Enterprise License Terms

- 2.3.1** A Hyvä Enterprise License covers one (1) Magento (Adobe Commerce) installation with unlimited storeviews and domains.
- 2.3.2** 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.
- 2.3.3** At least one domain linked to your production installation should be known to The Licensor at all times.
- 2.3.4** Any updates to the actively linked domain to your Hyvä Enterprise License must be notified to The Licensor by email or the contact form at hyva.io.
- 2.3.5** 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.
- 2.3.6** A Hyvä Enterprise License comes with updates and support plans as per section 3 or 4 below.

3. Yearly Update and Support Plans

- 3.1** Our Yearly Update and Support plan - currently available for Hyvä Checkout and Hyvä Enterprise - is a subscription based service.
- 3.2** The Yearly Support package gives you access to Software Updates and our Support Team via Slack for the duration of the chosen plan.
- 3.3** The duration of a Subscription Term is 1 (one) year. A subscription may be canceled at any time, at latest on the last day of the current term.
- 3.4** Cancellation of your Subscription Plan needs to be sent to us by email or by using our contact form at hyva.io.
- 3.5** After cancellation, your subscription remains active until the end of the current term. The remainder of the current term is non-refundable.
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- 3.7** When you no longer have an active subscription, you will lose access to newer versions of our software, but you may continue to use the latest version of the software that was available at the time your subscription expired.
- 3.8** You can only extend an active Upgrade and Support subscription. Reactivating an expired subscription will require you to catch up with the inactive period of your subscription. In other words, you cannot cancel your subscription and re-enable it at any time when you require an updated version of the software, without paying for the inactive period.

4. Multi Year Bundles

- 4.1 Our Multi Year Bundles - currently available for Hyvä Checkout and Hyvä Enterprise - are one-off purchases that cover multiple years at once.
- 4.2 A Multi Year Update and Support package gives you access to Software Updates as well as our Support Team via Slack for the duration of the package.
- 4.3 Multi Year Support Packages are non-refundable.



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