



## HYVÄ SOFTWARE USER LICENSE

By using any of our products and/or by purchasing a product from Hyvä Themes B.V. (“**licensor**”) you (“**licensee**”) agree to the following terms and conditions for the use of this product.



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

**Customer Account:** your account at [hyva.io](https://hyva.io), containing your license information.

### 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.

First time purchases have a **30-day refund** period, no questions asked.

Renewals for **Update and Support plans** (for Commerce, 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.

# 1. General License Terms

## 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.
- 1.1.3** The agreement comes into effect when you order the Product, download it from the licensor's website, code repositories such as Github/Gitlab, or when you receive your Product(s) by email.
- 1.1.4** This agreement gives 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 (Adobe Commerce) installation a separate license must be purchased.
- 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.
- 1.2.2 You can't sell the End Product, except to **one** client. The license is in this case transferred to your client.
- 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.
- 1.2.5 You can't redistribute the Product as stock, in a tool, SaaS or Marketplace platform, as a template, or with source files. You can't do this with a Product either on its own or bundled with other items, and even if you modify the Product. You can't re-distribute or make available the Product as-is or with superficial modifications. These things are not allowed even if the redistribution is for Free.

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.
- 1.3.2 After a refund has been processed, you no longer have the right to hold a copy of the Product and your access to our support systems is retracted (see point 1.6.7 of this section). Some of our services are exempt from refunds, such as our Updates and Support plans.

## **1.4 Copyright**

- 1.4.1** 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.
- 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.
- 1.4.4** The licensor reserves the right to publish a selection of users of The Product.

## **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.
- 1.5.2** The licensor shall not be liable for prosecution or damages resulting from unlawful use of the Software.

## **1.6 Breach and Termination**

- 1.6.1** If the licensee is not able or willing to use the software in accordance with this license agreement, the license of the software will be revoked.

- 1.6.2** Any reproduction or distribution of the software without the licensor's authorization, including non-commercial distribution, shall be considered a breach of this agreement and will be made liable under applicable laws.
- 1.6.3** The licensor reserves the right to change the license agreement at any time.
- 1.6.4** This license agreement stays in effect until its termination. The licensor reserves the right to terminate the license in case of an infringement of this agreement. The licensee can terminate the use of the license at any time by deleting all copies of the software. A continued use of the software by the licensee is not allowed.
- 1.6.5** In case of a license breach, the Licensor will give you a notice of termination of your license. You hereby agree to accept an injunction to be enjoined from its further use and to pay all costs (including but not limited to reasonable attorney fees) to enforce our revocation of the license and any damages suffered by us because of misuse of The Product.
- 1.6.6** The access and use of our products and these License terms are solely governed by Dutch law. Any dispute derived from this agreement shall exclusively be submitted to and finally be resolved by the competent court in the Netherlands, with exclusion of any kind of other court in any other country.
- 1.6.7** If you continue to use the Software after the Licensor 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.

## **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. Any additional public domain linked to your production installation has to be linked to your license in your Customer Account.
- 2.1.4** Any updates to the actively linked domain to your Hyvä Theme License must be updated in your Customer Account. The main domain linked to your license needs to be updated via your Customer Account.
- 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. Any additional public domain linked to your production installation has to be linked to your license in your Customer Account.
- 2.2.4** Any updates to the actively linked domain to your Hyvä Checkout License must be updated in your Customer Account. The main domain linked to your license needs to be updated via your Customer Account.
- 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 Hyvä 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. Any additional public domain linked to your production installation has to be linked to your license in your Customer Account.
- 2.3.4** Any updates to the actively linked domain to your Hyvä Enterprise License must be updated in your Customer

Account. The main domain linked to your license needs to be updated via your Customer Account.

**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.

## **2.4 Hyvä Commerce License Terms**

**2.2.7** A Hyvä Commerce License covers one (1) Magento (Adobe Commerce) installation with unlimited storeviews and domains.

**2.2.8** 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.

**2.2.9** At least one domain linked to your production installation should be known to The Licensor at all times. Any additional public domain linked to your production installation has to be linked to your license in your Customer Account.

**2.2.10** Any updates to the actively linked domain to your Hyvä Commerce License must be updated in your Customer Account. The main domain linked to your license needs to be updated via your Customer Account.

**2.2.11** 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.

**2.2.12** A Hyvä Commerce 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 Commerce, Checkout and Enterprise is a one-time purchase that needs to be renewed manually.
- 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 an Update and Support plan is 1 (one) year. Renewing your yearly Update and Support plan is optional. Without renewing your Update and Support plan before it expires, access to updates will be revoked.
- 3.4** Manual renewal of your Update and Support plan can be purchased via your Customer Account. You will receive reminders for renewal via email.
- 3.5** Update and Support Plans are non-refundable.
- 3.6** Failure to renew your Update and Support plan before expiry will render your Update and Support plan inactive.
- 3.7** When you no longer have an active Update and Support plan, 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 plan expired.
- 3.8** You can only extend an active Update and Support plan. Reactivating an expired Update and Support plan will require you to catch up with the inactive period of your plan. In other words, you cannot cancel your Update and Support plan and

re-enable it at any time when you require an updated version of the software, without paying for the inactive period.

- 3.9** Multi-year bundles are available as one-off purchases to cover multiple years at once. Multi Year Support bundles are non-refundable.

## **4. Update and Support Subscriptions**

- 4.1** Automatic renewal of Update and Support subscriptions can be activated during checkout or renewal of expired licenses in your Customer Account.
- 4.2** A reminder email for your subscription renewal will be sent via email, 30 days before your subscription expires. Instructions on how to cancel your subscription will be provided in this email.
- 4.3** A subscription can be cancelled until 7 days before your subscription expires. To cancel your subscription, you will need to login to your Customer Account and deactivate automatic renewals.
- 4.4** When activating Update and Support Subscriptions you will be automatically charged 7 days before your current subscription expires.
- 4.5** Once your subscription is successfully billed, you will receive your invoice, which is non-refundable. If the first attempt to charge your payment method on record fails, we will retry to charge your payment method on record after two days (5 days before expiry).
- 4.6** If we fail to charge your payment method on record before expiry of your subscription, the automatic renewal of your subscription will be cancelled, and you will lose access to Updates and Support.

- 4.7** An expired Update and Support Subscription can be reactivated from your Customer Account at any time. You can either reactivate auto-renewal, or purchase a Yearly Update and Support plan as described under article 3.
- 4.8** If auto-renewal is being enabled on a zero-sum order (when applying Discounts or Cashbacks as described under article 5), you will be charged 1€ to activate your payment method of choice.

## **5. Cashbacks**

### **5.1 Eligibility**

- 5.1.1** Cashbacks are available for the initial Hyvä Commerce license purchases. By participating in the Cashback offer, you, the Licensee agree to the terms below.
- 5.1.2** To be eligible for Cashback, you must trade in existing Hyvä Theme and/or Hyvä Checkout licenses ("Traded-In Licenses") associated with the same domain as the Hyvä Commerce License.
- 5.1.3** You must be logged into your Customer Account during the transaction. The Traded-In Licenses must be purchased under the same customer account as the new Hyvä Commerce License. Licenses may be transferred between accounts upon request with respect to the terms laid out in this license agreement; please contact Hyvä for eligibility and assistance with the transfer.

### **5.2 Cashback amounts**

- 5.2.1** Trading in a Hyvä Theme License entitles Licensee to a Cashback of €1,000 towards the purchase of a Hyvä Commerce License.
- 5.2.2** Trading in a Hyvä Checkout License entitles Licensee to a Cashback of €1,000 towards the purchase of a Hyvä Commerce License.

**5.2.3** For each year of Hyvä Checkout support remaining at the time of trade-in, Licensee will receive an additional Cashback of €250, provided the support period has not expired.

### **5.3 Limitations**

**5.3.1** Cashback is applied as a discount to the Hyvä Commerce License purchase price and is non-refundable. No cash payments will be made.

**5.3.2** Cashback applies only to the initial purchase of a Hyvä Commerce License. Cashbacks need to be applied before purchase and can't be applied retroactively. Renewals are not eligible for Cashback and are subject to the full renewal price.

**5.3.3** Hyvä Enterprise licenses are not eligible for trade-in or Cashback.

**5.3.4** The total Cashback amount cannot exceed the purchase price of the Hyvä Commerce License. In cases where the Cashback exceeds the purchase price, the excess amount will not be refunded or carried over.

### **5.4 Redemption Process**

**5.4.1** To redeem Cashback, you can log into your Customer Account, navigate to the Hyvä Licenses page and select "Upgrade to Hyvä Commerce" from the relevant license.

**5.4.2** Alternatively, you can select an existing license domain from the Hyvä Commerce product page before adding the product to your cart. When navigating to the cart page on [hyva.io](https://hyva.io) with an existing license domain selected, you will be prompted with the option to redeem your cashback by trading in your existing license(s).

### **5.5 License Trade-In**

**5.5.1** Upon activation of the Hyvä Commerce License, the Traded-In Licenses will be deactivated. Both Hyvä Theme and Hyvä Checkout functionalities are included in the Hyvä Commerce License.

- 5.5.2** Your eligibility for updates to traded-in licenses will now be linked to your Hyvä Commerce Support and Update eligibility (see section 2.4, 3 and 4). Any running subscription for traded-in licenses will be automatically cancelled.
- 5.5.3** A license trade-in is irrevocable, with the exception of cancellation during the refund period of your initial Hyvä Commerce purchase.
- 5.6 Additional Terms**
- 5.6.1** The Cashback offer does not have an end date. Licensee can utilize the offer at any time, subject to these Terms.
- 5.6.2** Hyvä reserves the right to modify or terminate the Cashback offer at any time. Any changes will be communicated through official channels.
- 5.6.3** No rights can be claimed from the Cashback program, Hyvä preserves the right to decline/revert a Cashback in case abuse or illegitimate use is suspected.



**All rights reserved by**

Hyvä Themes B.V., Horenweg 3, 6361GC, Nuth, The Netherlands

You may view and download the latest version of these conditions from [hyva.io/license](https://hyva.io/license) at any time.

Last change 2025-03-31