

## **End User License Agreement**

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### **1. Definitions**

"Licensor" or "Company" means the website its owners and operators providing you with the Theme.

"Theme" means a graphically designed template which the Licensor provides to you under the terms and conditions of this EULA for the embedment into a WordPress website.

"Sponsor Credit Zones" means any information (commercial or otherwise), advertisements and/or other types of content provided by Licensor and/or any third party on its behalf, in the designated areas in the Theme.

### **2. Disclaimer of Warranty**

**THE THEME IS PROVIDED FOR USE AS IS.** LICENSOR DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE THEME, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, NON-INFRINGEMENT, TITLE, COMPATIBILITY, PERFORMANCE, SECURITY OR ACCURACY. YOU AGREE AND ACKNOWLEDGE THAT THE USE OF THE THEME IS ENTIRELY, OR AT THE MAXIMUM PERMITTED BY THE APPLICABLE LAW, AT YOUR OWN RISK. SHOULD THE THEME PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

### **3. Limitation of Liability**

IN NO EVENT WILL LICENSOR AND ITS SHAREHOLDERS, DIRECTORS, EMPLOYEES, CONSULTANTS PARENT COMPANY, SISTER COMPANIES, SUBSIDIARIES AND OTHER AFFILIATES, DISTRIBUTORS, LICENSORS, CONTRIBUTORS AND AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL OR EXEMPLARY DAMAGES, ARISING OUT OF OR IN ANY WAY RELATING TO THIS EULA OR THE USE OF OR INABILITY TO USE THE THEME OR RELATED DOCUMENTATION, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA, LOSS OF PROFITS, WORK STOPPAGE, LOST SAVINGS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

THE THEME IS PROVIDED TO YOU FREE OF CHARGE. THEREFORE, YOU UNDERSTAND AND AGREE THAT LICENSOR'S AND ANY OF THE AFOREMENTIONED WILL HAVE NO LIABILITY IN CONNECTION WITH OR ARISING FROM THE USE OF THE THEME BY YOU, OR BY ANY PERSON

ON YOUR BEHALF AND ANY PERSON THAT USES THE THEME. YOUR ONLY RIGHT OR REMEDY WITH RESPECT TO ANY PROBLEMS OR MELFUNCTIONS OF THE THEME IS TO UNINSTALL AND STOP USING IT.

#### 4. License

Subject to the terms and conditions of this EULA, Licensor grants you a royalty-free, non-exclusive, revocable, non-transferable license (without right to sub-license), to copy by downloading, install and use the Theme.

You may distribute the Theme for free, provided that this EULA is included in such distribution as is and without any modification, and that no changes and/or modifications have been made to the Theme, and in particular to the Sponsor Credit Zones and/or their content.

#### 5. Ownership of Rights

All rights evidenced by, embodied in, and/or attached, connected and/or related to the Theme, including, but not limited to, copyrights, patents, trademarks, trade names, service marks, trade secrets and other intellectual property rights, and any goodwill associated therewith, is and will continue to be the sole and exclusive property of Licensor or third parties who licensed their rights to the licensor, as the case may be. The license to the Theme hereunder does not grant you any right to use the trademarks, service marks or logos of Licensor. This EULA does not convey to you any ownership interest in or to the Theme, but only a limited right of use revocable in accordance with the terms of this EULA. Nothing in this EULA constitutes a waiver of Licensor's intellectual property rights under any law. Use of the Theme in violation of the limited license granted hereunder will result in the termination of this EULA and may expose you to claims for damages.

#### 6. Restrictions

**You may not:** (i) sub-license and/or resell the Theme except as expressly authorized in this EULA, (ii) disassemble, unbundle, decompile or reverse engineer the Theme (iii) remove or tamper with any trademark, logo, copyright or other intellectual property notice in or on the Theme, (iv) change, modify, remove, block, conceal and/or move, the Sponsor Credits and/or the Sponsor Credit Zones (v) create any derivative work from the Theme; (vi) otherwise use the Theme not in compliance with the scope of this license.

#### 7. Sponsor Credit Zones

The Theme is provided to you free of charge subject to the presence and fully functional Sponsor Credit Zones. You agree to co-operate with Licensor in order to allow the orderly operation and running of the abovementioned zones. You agree that Licensor may display in the Sponsor Credit Zones, any commercial content that Licensor desires, including (but not limited to) any advertisements, text, images and sounds (the "**Commercial Content**"). Such Commercial Content will be displayed in various forms, subject to Licensor's sole discretion. Licensor may change the Commercial Content from time to time without prior notice. Licensor may, but is not obligated to, limit the Commercial Content in various ways including: limiting file sizes, file types or any content Licensor may find inappropriate.

The Commercial Content is made available by or on behalf of advertisers who seek to offer goods or services for sale. The display of the Commercial Content does not constitute a recommendation by

Licensors to purchase or use the services or goods offered for sale. Licensor does not endorse the Commercial Content and bears no responsibility for such content. Licensor is not a party to any transaction made in lieu of Commercial Content and bears no responsibility for the goods and services offered in or purchased based on Commercial Content.

#### 8. Upgrades

Licensor may provide you, free of charge, with automatic upgrades, updates and enhancements, as may be available from time to time, and at Licensor's sole discretion.

This EULA will also govern any upgrades, updates and enhancements available by Licensor, unless such upgrades, updates and enhancements are subject to the provisions of another specific license, in which case the terms of such specific license will prevail.

#### 9. Representations and Warranties

You understand and agree that Licensor may modify the Theme or its components at any time.

You agree that during downloading and installation of the Theme or upgrades, you may be asked to apply changes to your Internet Browser settings. You can approve such changes and can make further changes at any time.

#### 10. Term

This EULA will remain in full force and effect perpetually, unless terminated earlier pursuant to the provisions herein. At anytime you may terminate this EULA and the limited license granted to you herein by permanently deleting all copies of the Theme in your possession and removing the Theme from your website. Licensor may terminate this EULA and the license granted pursuant thereto if you breach any of its provisions or at its convenience. Upon termination of this EULA, the license granted herein will immediately expire.

In any event, the "Ownership of Rights", "Disclaimer of Warranty", "Limitation of Liability", "Privacy" and "Miscellaneous" provisions will survive the termination of this EULA for any reason whatsoever.

#### 11. Privacy Policy and the Use of Cookies

The Theme may make use of cookies for various purposes, for example, to collect information for statistical and analytical purposes, to verify information, to customize the Theme to your personal preferences and for information security purposes. Some of the cookies may expire when the session ends and you exit your browser. Other cookies may be stored on your computer's hard drive. If you wish to block the cookies, please use the help button in your browser and follow the necessary instructions. However, bear in mind that disabling cookies may complicate or even prevent your use of the Theme, or certain features thereof.

For further information regarding your privacy and the use of cookies please see Licensor's Privacy Policy at <http://www.zjtthemes.com>.

#### 12. Miscellaneous

(i) This EULA constitutes the entire agreement between Licensor and you concerning the subject matter hereof and supersedes and replaces any other agreement, in writing or otherwise, concerning the

subject matter hereof; (ii) This EULA may only be modified by a written document executed by an authorized signatory of Licensor; (iii) You may not assign your rights under this EULA to any third party without Licensor's prior written consent; (iv) If for any reason a court of competent jurisdiction rules that any of the provisions of this EULA is unenforceable, then that provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this EULA will continue in full force and effect; (v) The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder will not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches; and (vi) This EULA will be governed by and interpreted under the laws of the State of Israel, without regard to conflicts of provisions. All actions relating to this EULA and the Theme will be brought before the competent court in Israel, Tel-Aviv. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

Licensor may change the EULA from time to time without the need to inform you in person. Substantial changes to the EULA will be posted at: <http://www.zjtthemes.com> and will take effect 30 days following the notice of change was posted. Other changes will take effect immediately, or as required under the applicable law. Your continued use of the Theme following any change and/or update made in respect of this EULA, constitutes acceptance of the amended EULA.

YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THIS EULA, AGREE TO BE BOUND BY ITS TERMS AND UNDERSTAND THE RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SET FORTH HEREIN.

BY CLICKING ON THE "I AGREE" BUTTON AND/OR CONTINUING TO DOWNLOAD/INSTALL OR USE THE THEME, YOU EXPRESSLY CONSENT TO BE BOUND BY THIS EULA.

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If you let Licensor know that your rights are being infringed by one of Licensor's freelance designers we will (in our discretion) remove the template in question from products and, if the freelance designer continues to infringe your rights (or infringes the rights of others) terminate our agreement with the designer.