**Terms of Service**

BY USING OUR WEBSITE AND SERVICES, YOU AGREE TO THE FOLLOWING TERMS

DigiWidgets, Inc. (“DigiWidgets”, “we” or “us”) is a WordPress plugin company. We build software, including the DigiWidgets Plugin, that our clients can use to power their websites or their clients’ websites (our “Services”). Clients who run their websites on WordPress, or web developers who build websites for their clients on WordPress, can purchase our DigiWidgets plugin to assist them in the creation of those websites. Our plugin is sold as a digital download through our website (www://digiwidgets.com)(the “Site”).

These Terms of Service and our privacy policy (together, the “Terms”) govern all use of the Site and our Services. These Terms are subject to change at any time, without prior notice. By using the Site or its Services, and/or by clicking anywhere on this Site to agree to these Terms, you are deemed to be a “user” for purposes of the Terms. You and every other user (“you” or “User” as applicable) are bound by these Terms. You and each user also agree to the Terms by using the Services. If any User does not agree to the Terms or the Privacy Policy, such User may not access the Site or use the Services. In these Terms, the word “Site” includes the site referenced above, DigiWidgets, contributors, suppliers, licensors, and other related parties.

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION CLAUSE THAT REQURIES THE USE OF ARBITRATION TO RESOLVE DISPUTES.

**LICENSING**

The Site and the DigiWidgets plugin are built on the WordPress platform. The DigiWidgets plugin is licensed under the GNU general public license (<http://www.gnu.org/licenses/gpl-2.0.txt>). The Site grants User a revocable, non-transferable, and non-exclusive license to use the Site solely in connection with the Site and the Services, under these Terms.

**OWNERSHIP**

You may not claim intellectual or exclusive ownership rights to the DigiWidgets Plugin or this Site, which are the property of DigiWidgets. Copyright in all content and works of authorship included in the Site are the property of the Site or its licensors. Apart from links which lead to the Site, accurately attributed social media references, and de minimus text excerpts with links returning to the Site, no text, images, video or audio recording, or any other content from the Site shall be copied without explicit and detailed, written permission from the Site’s owner. User shall not sublicense or otherwise transfer any rights or access to the Site or related Services to any other person.

The names and logos used by the Site, and all other trademarks, service marks, and trade names used in connection with the Services are owned by the Site or its licensors and may not be used by User without written consent of the rights owners. Use of the Site does not in itself give any user any license, consent, or permission, unless and then only to the extent granted explicitly in these Terms. All rights not expressly granted in these Terms are reserved by the Site.

**SUPPORT**

Support is offered to clients with the purchase of any of our licenses and a valid DigiWidgets license key. Purchasing a license key give you access to our support resources and documentation. Support and automatic product updates are provided for a term of one year from the time of purchase. After one year, a new license must be purchased in order to continue receiving support and product updates. The license key and support account are registered to the email address of the original purchaser. Only the license holder is permitted to request support or access support resources.

Users of the free plugin license are entitled to receive email only support. Some free updates may be provided but are not guaranteed.

**REFUNDS**

We offer a refund within the first 30 days after your purchase and the plugin must be deactivated (or never activated) in order to be eligible for a refund. Refund requests must include the license key, PayPal transaction ID, the date of purchase and the original purchaser’s email address. Refunds will only be granted for the original license purchase and do not apply to product upgrades or annual renewals. Refunds are not guaranteed and are at the sole discretion of DigiWidgets. No refunds will be granted after 30 days from the original purchase.

**TERMINATION**

We reserve the right to terminate your access to the Services without notice in the event that you violate these Terms, violate the rights of another User or violate the law, as determined in our sole discretion. We reserve the right to change, modify or discontinue any service or a portion or attribute thereof at any time and without notice to you.

**USER PROHIBITED FROM ILLEGAL USES**

User shall not use, and shall not allow any person to use, the Site or Services in any way that violates a federal, state, or local law, regulation, or ordinance, or for any disruptive, tortious, or illegal purpose, including but not limited to harassment, slander, defamation, data theft or inappropriate dissemination, or improper surveillance of any person.

**USER REPRESENTS AND WARRANTS THAT:**

* User will use the Services only as provided in these Terms;
* User is at least 18 years old and has all right, authority, and capacity to agree to these Terms;
* User will provide accurate, complete, and current information to the Site and its owner(s);
* User will notify the Site and its owner(s) regarding any material change to information User provides, either by updating and correcting the information, or by alerting the Site and its owner(s) via the functions of the Site or the email address provided below.

**DISCLAIMER OF WARRANTIES**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SITE PROVIDES THE SERVICES AND THE DIGIWIDGETS PLUGIN “AS IS,” WITH ALL FAULTS. THE SITE DOES NOT WARRANT UNINTERRUPTED USE OR OPERATION OF THE SERVICES, THE PLUGIN OR THAT ANY DATA WILL BE TRANSMITTED IN A MANNER THAT IS TIMELY, UNCORRUPTED, FREE OF INTERFERENCE, OR SECURE. THE SITE DISCLAIMS REPRESENTATIONS, WARRANTIES, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, WRITTEN, ORAL, CONTRACTUAL, COMMON LAW, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR THAT MAY ARISE FROM A COURSE OF DEALING OR USAGE OF TRADE.

**LIABILITY IS LIMITED**

DIGIWIDGESTSTE SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS (REGARDLESS OF WHETHER WE HAVE BEEN NOTIFIED THAT SUCH LOSS MAY OCCUR) OR EXPOSURE TO ANY THIRD PARTY CLAIMS BY REASON OF ANY ACT OR OMISSION. THE SITE SHALL NOT BE LIABLE FOR ANY ACT OR OMISSION OF ANY THIRD PARTY INVOLVED WITH THE SERVICES, SITE OFFERS, OR ANY ACT BY SITE USERS. THE SITE SHALL NOT BE LIABLE FOR ANY DAMAGES THAT RESULT FROM ANY SERVICE PROVIDED BY, OR PRODUCT OR DEVICE MANUFACTURED BY, THIRD PARTIES.

NOTWITHSTANDING ANY DAMAGES THAT USER MAY SUFFER FOR ANY REASON, THE ENTIRE LIABILITY OF THE SITE IN CONNECTION WITH THE SITE OR SERVICES, AND ANY PARTY’S EXCLUSIVE REMEDY, SHALL BE LIMITED TO THE AMOUNT, IF ANY, ACTUALLY PAID BY USER TO THE SITE OWNER DURING THE 12 MONTHS PRIOR TO THE EVENT THAT USER CLAIMS CAUSED THE DAMAGES.

The Site shall not be liable for any damages incurred as a result of any loss, disclosure, or third party use of information, regardless of whether such disclosure or use is with or without User’s knowledge or consent. The Site shall have no liability for any damages related to: User’s actions or failures to act, the acts or omissions of any third party, including but not limited to any telecommunications service provider, or events or causes beyond the Site’s reasonable control. The Site has no obligations whatever, and shall have no liability to, any third party who is not a User bound by these Terms. Limitations, exclusions, and disclaimers in these Terms shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

**THIRD PARTY PRODUCTS, LINKS, AND ACTIONS**

The Site may include or offer third party products or services. The Site may also have other users or members who interact with each other, through the Site, elsewhere online, or in person. These third party products and any linked sites have separate and independent terms of service and privacy policies. We have no control or responsibility for the content and activities of these linked sites, sellers, and third parties in general, regardless of whether you first were introduced or interacted with such businesses, services, products, and people through the Site, and therefore you agree that we are not liable for any of them. We do, however, welcome any feedback about these sites, sellers, other users or members, and third parties.

**CHANGES TO THE SITE AND THE SERVICES**

The owners and contributors to the Site will work to improve the Site for our users, and to further our business interests in the Site. We reserve the right to add, change, and remove features, content, and data, including the right to add or change any pricing terms. You agree that we will not be liable for any such changes. Neither your use of the Site nor these terms give you any right, title, or protectable legal interest in the Site or its content.

**INDEMNITY**

If your activity or any activity on your behalf creates potential or actual liability for us, or for any of our users, partners, or contributors, you agree to indemnify and hold us and any such user, partner, contributor, or any agent harmless from and against all claims, costs of defense and judgment, liabilities, legal fees, damages, losses, and other expenses in relation to any claims or actions arising out of or relating to your use of the Site, or any breach by you of these Terms of Use.

**PRIVACY**

Any information that you provide to the Site is subject to the Site’s Privacy Policy, which governs our collection and use of User information. User understands that through his or her use of the Site and its Services, User consents to the collection and use (as set forth in the Privacy Policy) of the information, including the transfer of this information to the United States and/or other countries for storage, processing and use by the Site. The Site may make certain communications to some or all Users, such as service announcements and administrative messages. These communications are considered part of the Services and a User’s account with the Site, and Users are not able to opt out of all of them.

**USERNAMES, PASSWORDS, AND PROFILES**

If prompted, Users must provide a valid email address to the Site, at which email address the User can receive messages. User must also update the Site if that email address changes. The Site reserves the right to terminate any User account and/or User access to the Site if a valid email is requested but is not provided by the User.

If the Site prompts or allows a User to create a username or profile, Users agree not to pick a username or provide any profile information that would impersonate someone else or that is likely to cause confusion with any other person or entity. The Site reserves the right to cancel a User account or to change a username or profile data at any time. Similarly, if the Site allows comments or user input, or prompts or allows a User to create an avatar or upload a picture, User agrees not to use any image that impersonates some other person or entity, or that is otherwise likely to cause confusion.

You are responsible for protecting your username and password for the Site, and you agree not to disclose it to any third party. We recommend that you use a password that is more than eight characters long. You are responsible for all activity on your account, whether or not you authorized it. You agree to inform us of unauthorized use of your account, by email to admin@digiwidgets.com. You acknowledge that if you wish to protect your interactions with the Site, it is your responsibility to use a secure encrypted connection, virtual private network, or other appropriate measures. The Site’s own security measures are reasonable in terms of their level of protection, but are not helpful if the interactions of you or any other User with Site are not secure or private.

**DISPUTE RESOLUTION**

Any claim or controversy arising out of or relating to the use of the Services including the DigiWidgets Plugin, or to any acts or omissions for which you may contend DigiWidgets is liable (“Dispute”), shall be finally and exclusively settled by binding arbitration in Lincoln, NE. The arbitration shall be held before one arbitrator under the Commercial Arbitration rules of the American Arbitration Association (“AAA”) in force at that time. The arbitrator shall be selected pursuant to AAA rules. The arbitrator shall apply the substantive law of the State of Nebraska, except that the interpretation and enforcement of this arbitration provision shall be governed by the Federal Arbitration Act. Each party shall bear its own costs and attorneys’ fees. Any judgment rendered by the arbitrator may be entered in any court of competent jurisdiction in Nebraska. The arbitrator shall not have the power to award damages in connection with any Dispute in excess of actual compensatory damages and shall not award consequential, punitive or exemplary damages, and each party irrevocably waives any claim thereto.

**ADVERTISING**

The Site may include advertisements, which may be targeted for relevance to the Site, queries made, or other information to improve relevance to the Site’s users. The types and extent of advertising on the Site will change over time. In consideration for User access to and use of the Site, User agrees that the Site and third party providers and partners may place advertising anywhere on the Site. For the remaining terms that will apply to our advertising practices, including use of your information, see our Privacy Policy.

**GENERAL**

These Terms, including the incorporated Privacy Policy, supersede all oral or written communications and understandings between User and the Site.

Any cause of action User may have relating to the Site or the Services must be commenced within one (1) year after the claim or cause of action arises.

Both parties waive the right to a jury trial in any dispute relating to the Terms, the Site, or the Services.

If for any reason a court of competent jurisdiction finds any aspect of the Terms to be unenforceable, the Terms shall be enforced to the maximum extent permissible, to give effect to the intent of the Terms, and the remainder of the Terms shall continue in full force and effect.

User may not assign his or her rights or delegate his or her responsibilities under these Terms or otherwise relating to the Site or its Services.

There shall be no third party beneficiaries under these Terms, except for the Site’s affiliates, suppliers, and licensors, or as required by law.

Use of the Site and its Services is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including without limitation this paragraph.

The failure of the Site to exercise or enforce any right or provision of these Terms shall not constitute a waiver of that right or provision.

**TERMS CONTACT**

If you have any questions about these Terms, please address them to admin@digiwidgets.com.

**LAST UPDATED**

These terms were last updated on *February 5, 2016*