

Xeroom WordPress Plugin

End-User Licence Agreement

This is the end-user license agreement for the Xeroom WordPress plugin.

This End User License Agreement ("EULA", "Agreement") is a legal agreement between you (either an individual developer or an organization) the "Customer") and Xeroom Ltd of 22, Harrison Close, Twyford, Berkshire, England "Xeroom" for the Xeroom WordPress plugin ("Software"). If the Customer does not agree to the terms of this Agreement, please do not install, copy, redistribute or use the Software, including all Software Updates that the Customer receives as part of the Software (each, an "Update"). By installing, copying, or otherwise using an Update, the Customer agrees to be bound by the additional license terms that accompany such Update. If the Customer does not agree to the terms of the additional license terms that accompany the Update then disregard the Update and the additional license terms that accompany the Update. In this event, the Customer's rights to use the Software shall continue to be governed by the then-existing Agreement.

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b. The Customer retains full ownership of the Intellectual Property Rights of content they create that uses the Software.

2. Grant and Type of License

2.1. Grant of License.

The Customer is granted worldwide, non-transferable, non-exclusive, and perpetual right to integrate the Software into any content accessible through domain(s) owned by them. The Customer may also make copies of the Software for backup and archival purposes as long as their license is not terminated.

2.2. Type of License.

Depending on the type of license, the Customer may be granted the right to use the Software on one or more domains. Each and every domain where the Customer has the right to integrate the Software must be either owned by the Customer or the Customer must be legally authorized to represent the domain owner.

Xeroom supports the following types of License for its Wordpress Plugins:

Personal License: The Customer has the right to use the Software on one domain, subdomain or blog for personal, educational or any other non-commercial purpose.

Business License: The Customer has the right to integrate the Software on one domain, subdomain or blog that hosts a site, which belongs either to the Customer or to an organization that employs the Customer, for any purpose, including commercial.

The number of sites on which the Software is installed and active at the same times depends on the number of licenses the Customer owns.

A subdomain or a blog are considered as distinct sites.

Under no circumstances the Customer is allowed to re-sale, sell, rent or re-distribute the Software.

3. Rights and limitations.

3.1. The Customer Rights

The Customer is granted worldwide, non-transferable, non-exclusive, and perpetual right to integrate the Software into their own content.

3.2. Distribution, Rental or Sale.

a. The Customer shall not distribute the Software to third parties.

b. Rental, leasing, sale and any other form of distribution are not allowed and are strictly forbidden. Any distribution of Xeroom WordPress plugin Plugin represents a violation of this EULA and is cause of immediate termination. Violators will be prosecuted to the maximum extent possible.

Under no circumstances, any of the license above by itself, allows the Customer to install the Software on a network, server or any other environment where: i) The Customer has clients that either pay for having the Software available among the resources the Customer offers to them, or ii) include the Software as a package for which the Customer directly or indirectly, gets paid, or iii) the Customer receives any payment that, even partially, is related to offering the Software to their clients or any third-party. To be allowed to use the Software in any of the above cases, the Customer should purchase a license for the Xeroom programming component that was used to build the Wordpress Plugin if one is available. If this is not the case, the Customer should contact Xeroom.

3.3. Support Services.

Any supplemental service, such as, software code, written, digital or verbal communication that may be provided to the Customer by Xeroom shall be

considered part of the Software and subject to the terms and conditions of this EULA. Furthermore, such supplemental services are given to the Customer at best of Xeroom knowledge and possibilities, and, under no circumstances, is Xeroom responsible for any consequence that may arise from any failure or delay in assisting the Customer, resolving problems with content that uses the Software or providing any post-sale service.

Only the license holder is permitted to request support or access support resources.

3.4. Other limitations.

The Customer is **not** allowed:

- a.** to distribute, freely giveaway, or resell their license. The license is only transferable by contacting Xeroom and requesting an official transfer of the license to a new owner.
- b.** to provide the Software as a service or as a part of a web hosting solution.
- c.** to re-post support forum content or documentation on any external websites, social media outlets, news channels etc.
- d.** to reverse engineer, decompile, or disassemble the Software, except and only to the extent that such activity is explicitly permitted by applicable law notwithstanding this limitation.

3.5 Compliance with Applicable Laws.

The Customer must comply with all applicable laws related to the use of the Software. Xeroom is not responsible for the content the Customer creates or any violation of law that can be related to any use of the Software.

4. Copyright

- a.** Xeroom is the sole author of the Software therefore the only owner of all copyright as well intellectual property rights that arise from the Software.

- b.** All copyright and intellectual property rights related to the content where the Software is used are property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants the Customer no rights to use such content.

- c.** Xeroom denies any responsibility for content owned by the Customer that uses the Software and constitutes an infringement of copyrights as well as other intellectual property rights owned by 3rd parties.

- d.** All rights not explicitly granted to the Customer are reserved by Xeroom.

5. Warranty

No warranties. The Software is provided 'As Is' without any express or implied warranty of any kind, including but not limited to any warranties of merchantability, non-infringement, or fitness of a particular purpose. Xeroom does not warrant or assume responsibility for the accuracy or completeness of any information, text, graphics, links or other items contained within the Software. Xeroom makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb, or other such computer program. Xeroom explicitly disclaims any warranty or representation to the Customer or their clients.

The Software is guaranteed to function on a clean (ie no third-party plugins apart from the recent WooCommerce one) and recent up-to-date installation of WordPress. Xeroom does not guarantee it will function with any or all 3rd party plugins or themes, or with all web browsers. Xeroom is not responsible for any plugin compatibility conflicts or damage that may occur as a result. It is Xeroom policy to provide support on a best endeavours basis and will provide support for 3rd party plugin conflicts only at their discretion. Xeroom is not responsible for

any data loss or corruption that may occur as a result of installing a Xeroom WordPress plugin Plugin including but not limited to the Customer's server hosting Wordpress, Xero account instance and any connected pcs or browsers.

6. Termination

Without prejudice to any other rights, Xeroom may terminate this EULA if the Customer fails to comply with the terms and conditions of this EULA. In such event, the Customer must destroy all copies of the Software in their possession. By terminating the EULA, Xeroom is not liable for any problem the termination may cause to the Customer and the Customer is not entitled to any rights. If the Customer believes there's no ground for termination they have the right to explain their reasons. Xeroom retains the right to disregard them and decide at its own discretion.

7. Limitation of liability

No liability is accepted for damages or consequential loss. To the maximum extent permitted by applicable law, in no event shall xeroom be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use or inability to use the Software, even if xeroom has been advised of the possibility of such damages. If your jurisdiction does not allow this then please do not use the Software and arrange for a refund within the first 30 days. If for any reason damages are awarded then they will be limited to the purchase cost of the Software.

8. Other rights

Xeroom reserves the right, at any time, to modify or discontinue, temporarily or permanently, a license with or without notice. Prices of the Software are subject to change. Notice of price changes will be made on Xeroom's official website.

By installing and using the Software the Customer acknowledges that he has read this agreement, understood it and agrees to be bound by its terms and

conditions. The Customer further agrees that it is the complete and exclusive statement of the agreement between the Customer and Xeroom, which supersedes any proposal or prior agreement, oral or written, and any other communications between the customer and xeroom relating to the Software. Xeroom has the right to modify this agreement at any time and at its sole discretion, without prior notice or communication. By installing or otherwise using the Software the Customer agrees to be bound to this Agreement and the latest EULA available at <https://www.xeroom.com/terms-conditions/>. This Agreement may not be modified except by a writing signed by a duly authorized representative of Xeroom.