

License Conditions

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1. Koongo Connector

The [Koongo Connector for Magento](#), [Koongo Connector for Magento 2](#) and [Koongo Connector for Magento 2 Enterprise](#) products (hereafter referred to as the “Connector”) are owned and operated by NoStress Commerce s.r.o., a Czech registered company at the Czech Chamber of Commerce with number 28977475 located at Vyšehradská 1349/2, Praha 2, Czech Republic (hereafter referred to as “Koongo”, “we” or “us”), in accordance with these licence conditions (“License Conditions”). The License Conditions includes both trial version and paid version of the Connector. The License Conditions govern your use of the Connector. By accessing or using the Connector, you accept the License Conditions in full and without reservation.

We recommend that you read the License Conditions. The License Conditions are addition terms to the [General Terms and Conditions of Use](#) accepted by the customer. The [Privacy Policy](#) and the [Software Maintenance Agreement](#) are parallel to the License Conditions. If you are entering into this Agreement on behalf of a company, you represent that you have the authority to bind that company to the terms of this Agreement.

IF YOU DO NOT AGREE TO THESE LICENSE CONDITIONS AND/OR THE PRIVACY POLICY OR OTHER POLICIES, GUIDELINES OR INSTRUCTIONS POSTED ON THE CONNECTOR, DO NOT USE THE CONNECTOR.

Please read this contract carefully. By copying the software in parts or as a whole, buying, installing or using it, you accept all the conditions of this contract, including and in particular the following exceptions: usage in accordance with clause 3, transferability in accordance with clause 5.4, warranty in accordance with clause 6, liability in accordance with clause 6.3.

This contract is enforceable towards the licensee and every other person who has received this software and for whom the software is being used.

All rights for the intellectual property of the software belong to Koongo. The Connector is licensed not sold. Koongo merely allows you to copy, download, install, use or in any other way profit from the functionalities and the intellectual property of the Connector within the terms of contract. The Connector does not contain parts of General Public License (GPL) software. The following license agreement is valid for the purchased Connector.

The licencor distributes the Software as well as the corresponding user documentation in form of a machine-readable object code. He is entitled to grant rights of use to the Software and to the user documentation.

The licensee intends to use the Software and to purchase the rights of use in correspondence with the contract.

The licensor and the licensee (together the «parties»), therefore, agree to the following.

Updated: May 21, 2018

2. Definitions

2.1 Computer

"Computer" stands for a computer device which records information in digital or similar form and can convert a specific result according to an instruction sequence.

2.2 Permitted Number

"Permitted Number" means one (1) live-installation, as long as nothing else has expressly been agreed upon.

2.3 Software

"Software" covers the entire delivered information which can be downloaded at the [Koongo websites](#) either as a trial version or after a successful order and payment.

2.4 Server ID

"Server ID" means Magento backend URL

2.5 Collections

"Collections" means a collection of Feed templates and Taxonomies. A Collection represents a list of Feed templates and Taxonomies.

3. Software Licenses

Provided that you have obtained the software with Koongo and provided that you comply with the conditions of this contract, Koongo grants you a non-exclusive license, unlimited in time for the usage of the software in the manner of and for the purposes specified in the documentation according to the subsequent regulations.

The rights of use will be specified and substantiated in clause 5.

3.1 General Use

You are allowed to install and use a copy of the software on compatible computers up to the permitted number (1 installation, see clause 2.3). The License Agreement is an addition to the [General Terms and Conditions of Use](#) accepted

3.2 Type of license keys

3.2.1 Live license key

Live license key is allowed to be generated after a regular order is placed and the order status is completed.

3.2.2 Test license key

The Test license key is intended for your development or staging environment. There is no limit on number of Test license keys for one Live license keys. The Support & Updates period validity of the Test license key is the same as for the Live license key.

To get a Test license key please contact the Koongo Team at support@koongo.com.

3.2.3 Trial license key

A 30-day free Trial license key for the Connector can be ordered. The Trial license key is valid for 30 days from the date of ordering. After 30-day period the Connector is completely disabled. Please uninstall the Connector from your Magento store. Any unauthorized usage of the Connector after the 30-day trial period is considered as violation of the license agreement.

The procedure of Trial license key generation is the same as for Live license key. The trial version of the Connector has the same functionality as paid version, however only one channel is allowed to be used.

3.3 Live license key validity

3.3.1 Lifetime license key validity

The Live license key has a lifetime validity. It means that when the Live license key is activated it will never expire for the associated Server ID. The Live license key allows to download and activate the up-to-date Connector version. By default, there is a 1-month Support and Update period activated to the Live license key which allows to download the up-to date Feeds and Taxonomies collections associated to the Live license key. The Support & Update period is activated at the license activation date.

The Connector is constantly evolving to improve its functionality, the Feeds and Taxonomies are kept updated based on a channel specification. The result of this process is that there is a new Connector version release several times a year. In order to get the latest Connector version and the Feeds and Taxonomies updates the valid Support & Updates period is need (see clause 3.5).

However, even if the Support & Updates period associated with you Live license key is expired, the Connector has no limitations of its functionality.

3.3.2 Server ID

The Live license key is Magento backend URL dependent. The Live license key can be installed and activated only for one Magento installation. However, the number of websites/stores/store views running under one Magento instance is not limited.

3.4 Collections

The Live license key can be associated with Collections. One Collection is included in the Live license key price. The specific feed Collection can be selected from the Collections list during the Connector activation process. Other Collections can be purchased for an additional fee at [Koongo store](#). The list of available Feed Template Collections for particular countries is available at <http://www.koongo.com/channels.html>.

3.5 Support & Updates period

The Live license key includes 1-month of Support & Updates period (for more information see [Maintenance services](#)). Extended Support & Updates period can be purchased during the Live license key ordering process.

Within valid Support & Updates period:

- You are allowed to download and install the [Connector updates](#).
- You are allowed to download updates of [Feed layouts and Feed taxonomies](#).
- You have the full access to [Koongo support team](#).
- You get [notification emails](#) with the list of new and updates Feeds and Taxonomies in your Collection.

Once the Support & Updates period has expires you are not allowed to get those benefits. However, the connector remains fully functional in terms of modification of existing export profiles or creation of new ones.

In the matter of provided support we DO NOT distinguish between paying customer and a customer evaluating the active Trial license key. Thus, for Trial license key you get the full support from Koongo support team.

3.6 Test System

You are allowed to operate a copy of the Software for testing purposes under the Test license key.

3.7 Licence Violation

In the case of serious license violation, the Licensor shall be entitled to terminate the license agreement without prior notice.

3.8 Feed Usage Tracking

The Connector tracks the usage of feeds among Koongo users. It helps us to find out which feeds are the most popular ones. If you decide to opt out from tracking, you can do it easily in [connector configuration](#). For more information please visit the [Feed Usage Tracking](#).

4. Payment

All functionalities and features of the Connector are paid functionalities (hereafter collectively referred to as "Functionalities"). For more details about the pricing please check the [Koongo Connectors for Magento](#).

If Koongo owes you a payment, then you agree to timely and accurately provide us with any information we need to get that payment to you. You are responsible for any taxes and charges you may incur as a result of this payment to you. You must also comply with any other conditions we place on your right to any payment. If you receive a payment in error, we may reverse or require the return of the payment. You agree to cooperate with us in our efforts to do this. We may also reduce the payment to you without notice to adjust for any previous overpayment.

4.1. Payment methods

To pay the charges for Functionalities delivered through the Connector, you will be asked to provide a payment method at the time the purchase.

All credit or debit card or bank transactions are processed through payment gateway **Ingenico - Payment Services**. PayPal transaction is processed directly through **PayPal website**.

Koongo accepts payments through Visa and MasterCard. If you choose to pay with a credit card, the money is instantly withdrawn from your account upon confirmation of the payment.

By providing Kongo with a payment method, you represent that you are authorized to use the payment method that you provided and that any payment information you provide is true and accurate.

5. Restrictions

5.1 Protection Notes

Each permitted copy of the Software that you make must contain the same copyright and other proprietary notices that appear on or in the Software of the original.

5.2 No Alterations

You may not modify, adapt, translate or create derivative works based upon the Software. You may not decompile, disassemble, carry out reverse engineering or try in another manner to determine the source code of the software, except to the extent that you may be expressly permitted to decompile under applicable law for establishing the interoperability of the software.

5.3 No Unbundling

The software may include various applications, utilities and components, may support multiple platforms and languages and may be made available to you on various storage devices and in multiple copies. The software was developed as an individual product and is made available to you as such.

It may be used solely as an individual product and in accordance with clause 3. It is not necessary that you use all the components of the software, however, the software components are not allowed to be unbundled for use on different computers. The unbundling or repackaging of software for distribution, transfer or resale is prohibited.

5.4 Transfer

You may not rent, lease, sublicense, assign or transfer your rights in the Connector, or authorize all or any portion of the Connector to be copied onto the computer of another user or another legal entity, except in expressly authorized cases.

However, you are allowed to transfer the Live license key from one Magento backend URL to another Magento backend URL within the **30-day period** after the Live license key order placement. For the license transfer assistance please contact us at support@koongo.com.

If you decide to transfer the license to a new backend URL of your Magento instance later (i.e. your Server ID changed) we encourage you to purchase a new Connector license in the [Koongo Store](#).

5.5 Updates

If the software is an upgrade or update of a previous version then you must have a valid Support and Update period in order to be allowed to use the upgrade or update. All upgrades and updates will be placed at your disposal on the basis of a license change. You agree that by using the upgrade or update you voluntarily renounce the right to the usage of the previous version of the software. In exceptional cases you may be allowed to continue using the previous version of the software after receipt of the upgrade or update. However, only in order to facilitate the adjustment to the upgrade or update. This right will be granted only under the condition that the upgrade or the update and the previous version are installed on the same computer.

6. Warranty of Quality

6.1 Scope

For a period of 30 days from the date that you download the Software, as applicable, Koongo warrants that when properly installed and used under normal conditions, the Software will perform as advertised.

Minor deviations from the descriptions in the documentations do not justify a warranty claim. All warranty claims must be asserted within thirty (30) days according to the contract (cf. clause 6.2). Reported defects of the Software will either be repaired or replaced according to the customers choice. The bypassing or suppression of a defect counts as a permissible repair.

For return you can apply Money-back guarantee policy as specified in clause 6.5.

Reported defects of the Software after 30 days period are considered as part of Support & Updates. The Support & Updates period must be valid to solve the defects.

6.2 Repeval Obligations

In case of a defect, the licensee must make his complaint to the licencor within 7 calendar days after its detection and in a sufficiently documented and written form.

The licensee is obliged, in accordance with the terms of this contract, to take all necessary and adequate means, in particular to create a backup of the software and your computer data, in order to avoid or minimise a damage.

6.3 Liability Limitations

Koongo stipulates all liability claims insofar as legally permitted.

Koongo, in particular, does not assume liability for loss, damage, claims or costs of any kind, including consequential damage, indirect or accidental damage, lost profit or lost savings, damages resulting from an operation shutdown, personal injury or want of care or claims of third parties.

Further warranty claims of the licensee (including the right to a reduction of the license fee or compensation for damage) are expressly ruled out.

6.4 Saving of the license key and product-specific data

Every product is delivered with an individual license key. For this purpose a non-ambiguous serial number is recorded with your order and reported to us during the installation. With the conclusion of the order you expressly authorize Koongo to save this data.

6.5 Money-back guarantee

Please note that we offer 14 days money back guarantee. In case you would like to apply for that please send an email to support@koongo.com.

7. Termination

Koongo has the right to terminate the License immediately if licensee fails to comply with any of the terms of this Agreement. Upon termination, licensee must immediately destroy the originals and any copies of the Connector software and Documentation

8. Final Clauses

8.1 Severability Clause

If a part of the contract at hand turns out to be invalid or not enforceable, the validity and enforceability of the remaining contract will not be touched by this.

8.2 Written Form

Changes of and additions to this contract must occur in written form.

8.3 Cession/Transfer

This contract or individual rights and duties resulting from this contract can only be ceased or transferred to a third party after the written consent of the other party.

8.4 Applicable Law

These regulations are subject to Czech law, with exception of the UN-Sales Convention (CISG, "Vienna Sales Convention").

8.5 Place of Jurisdiction

Prague is the exclusive place of jurisdiction for all conflicts resulting from or in connection with this contract.

9. Questions

If you have any questions about this License Conditions, please contact us. Koongo will be happy to answer any questions or concerns you might have.

Please feel free to contact us through our website or write to us at:

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