

We Build Digital Products for People • Worldwide

# Terms of Service

Last Updated: Sunday, July 23rd, 2017

The following terms of service govern all use of the We Cobble website and all content, services, and products available at or through the website, including, but not limited to, We Cobble themes ("Themes"), We Cobble plugins ("Plugins"), We Cobble iOS Applications ("Apps"), and We Cobble support ("Support"), (taken together, the "Website").

This Website is owned and operated by We Cobble. The Website is offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, We Cobble's Privacy Policy) and procedures that may be published from time to time on this site by We Cobble (collectively, the "Agreement").

Please read this Agreement carefully before accessing or using the Website. By accessing or using any part of the Website, you agree to become bound by the terms and conditions of this Agreement. If you do not agree to all the terms and conditions of this Agreement, then you may not access the Website or use any services. If these terms and conditions are considered an offer by We Cobble, acceptance is expressly limited to these terms. The Website is available only to individuals who are at least 13 years old.



## WordPress Product Licensing

We Cobble WordPress plugins and themes are released under the GNU General Public License v2 or later, exactly as written. This license, which embodies the spirit of WordPress itself, allows you the unrestricted use of your purchased We Cobble plugin or theme for both personal and commercial purposes.

Plugins or themes may or may not include code that is not licensed under the GPL but is fully GPL-compatible, as well as assets that may or may not be licensed under the GPL but are fully GPL-compatible. Once you have purchased a We Cobble plugin or theme, you may do with it what you wish so long as it does not infringe upon the intellectual property ("IP") of We Cobble, including, but not limited to, copyrights, trademarks, and trade secrets.

Photoshop Documents ("PSDs" or ".psd files") may or may not have been designed to create the User Interface ("UI") of We Cobble WordPress plugins or themes. These documents are not licensed under the GPL and are the full property of We Cobble, which owns all right, title, or interest to the PSDs. If you would like to request paid access to the Photoshop Document files of your purchased We Cobble plugins or themes, please contact us.

# WordPress Product Support

We Cobble digital products purchased for WordPress.org are intended to be used in a self-hosted WordPress environment. "Self-hosted" in this context means that you are running a copy of WordPress obtained through or from WordPress.org, maintained on either a shared server or dedicated server that you own or rent through a web host. We offer different support licenses for these products, made available to you for purchase during the checkout process on this website or any owned by or affiliated with We Cobble.



## WordPress Product Support (cont.)

We Cobble digital products purchased for WordPress.org are intended to be used in a self-hosted WordPress environment. "Self-hosted" in this context means that you are running a copy of WordPress obtained through or from WordPress.org, maintained on either a shared server or dedicated server that you own or rent through a web host. We offer different support licenses for these products, made available to you for purchase during the checkout process on this website or any owned by or affiliated with We Cobble.

We Cobble digital products purchased on WordPress.com are intended to be used solely on WordPress.com, which is a hosted environment and partner service with its terms and conditions, privacy, refund, and support policies that may or may not change at any time, with or without notice.

Licenses between We Cobble WordPress.com purchases and We Cobble WordPress.org purchases are non-transferrable. If you have bought a We Cobble theme or other digital product on WordPress.com and wish to move over to a self-hosted environment, please contact us for assistance or order our site and theme migration service.

While We Cobble does its best to ensure complete parity between its WordPress products purchased through all platforms, we do not under any circumstances make any guarantees that a product purchased for WordPress.com will function in the same way that it works in a self-hosted environment. Similarly, We Cobble makes no promise that migrating your content and theme over to WordPress.com will result in an exact clone of your website, as WordPress.com contains its plugins, hosted environment settings, and rules and restrictions that We Cobble does not control.



## App Store and Stickers for iMessage Support

Support for Apple iOS applications, including Stickers for iMessage, may be received by submitting an inquiry on the We Cobble website.

## Price Changes

We Cobble reserves the right to modify at any time, with or without prior notice, the price of any and all of our products. We also reserve the right to discontinue selling any and all of our products; We Cobble product prices are subject to change. Subsequent notice of any discontinued products may or may not appear on the website.

#### Refunds

We provide our digital products on an "all sales are final" basis. Exceptions will be made for customers within thirty days of purchase who either 1) are unable to properly buy and install a We Cobble digital product due to buggy or faulty We Cobble software, or 2) fail to use a We Cobble digital product due to a lack of timeliness on our part in assisting your use of a We Cobble product.

Before issuing refunds, we will do all we can to help you in properly installing your digital product which may or may not include requesting private information for us to assist you more fully. We will never share this information and only use it for the express purpose of providing support and, when necessary, updating or following up with you on ongoing digital product fixes and enhancements that may be of benefit to you.

## Disclaimer of Warranties

The Website is provided "as is". We Cobble and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including,



## Disclaimer of Warranties (cont.)

without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither We Cobble nor its suppliers and licensors, makes any warranty that the Website will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, the Website at your own discretion and risk.

## Limitation of Liability

In no event will We Cobble, or its suppliers or licensors, be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to We Cobble under this agreement during the twelve (12) month period prior to the cause of action. We Cobble shall have no liability for any failure or delay due to matters beyond our reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

# General Representation and Warranty

You represent and warrant that (i) your use of the Website will be in strict accordance with the We Cobble Privacy Policy, with this Agreement and with all applicable laws and regulations (including, without limitation, any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside) and (ii) your use of the Website will

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## General Representation and Warranty (cont.)

not infringe or misappropriate the intellectual property rights of any third party.

#### **Indemnification**

You agree to indemnify and hold harmless We Cobble, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Website, including but not limited to your violation of this Agreement.

## Intellectual Property

This Agreement does not transfer from We Cobble to you any We Cobble or third party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with We Cobble.

We Cobble, the We Cobble logo, the We Cobble slogan ("We build digital products for people") and all other trademarks, service marks, graphics and logos used in connection with We Cobble, or the Website are trademarks or registered trademarks of We Cobble or We Cobble's licensors.

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#### Changes

We Cobble reserves the right, at its sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the Website following the posting of any changes to this Agreement constitutes acceptance of those changes. We Cobble may also, in the future, offer new services and/or features through the Website (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement.

#### Termination

We Cobble may terminate your access to all or any part of the Website at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement or your We Cobble account or related accounts, you may simply discontinue using the Website and/or notify us by email that you would like to terminate your access. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

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Philip Arthur Moore

CEO

we Cobble

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