1. Definitions

The Terms - The Oxwall Store Terms of Use.

The User - An individual or an organization using goods from The Store and thus being bound by The Terms.

The Vendor - An individual or an organization listing goods in The Store and thus being bound by The Terms.

The Goods - Pieces of software, artwork, design themes, and other digital items listed in The Store.

The Store - The Oxwall Software Store, used by Vendors for listing their free or paid Goods for the access by other Users.

2. Intended Use

The Goods are intended to be used with Oxwall Free Community Software.

2.1 Goods Licensing

Free Goods in The Store can be licensed under any license that may complement but not override any parts of these Terms.

Commercial Goods in The Store must be licensed under <u>OSCL</u>. OSCL may complement and override any parts of these Terms.

3. Acceptable Goods

Any Goods submitted to The Store must comply with our acceptable <u>Store Item Policy</u>. The following is the list of Goods non-acceptable in The Store:

- **3.1** The Goods that are illegal in the USA or in the country of The Vendor's residence.
- **3.2** The Goods of objectionable nature including but not limited to:
 - Nazism
 - Race discrimination
 - Hate-speech
 - Propaganda

and such.

- **3.3** The Goods that directly damage the normal workflow and/or endangers data safety and confidentiality of The User's website. It is also recommended to avoid any known program code weaknesses that can result in compromising the program code by malicious 3rd parties.
- **3.4** The Goods with false advertising in The Store.

- **3.5** The Goods of substandard implementation quality that may hurt user experience.
- **3.6** The Goods that do not contribute substantial value to The User's website.
- **3.7** The Goods that duplicate items in the store without offering additional substantial value.
- **3.8** The Goods which listing violates copyrights, commercial agreements, and other obligations to third parties.
- 3.9 The Goods which violate The Store Item Policy

The Store reserves the right to deactivate listings of Goods that the editorial staff deems non-acceptable without prior notice but you can expect reasonable explanation upon request.

4. Parties Responsibilities

4.1 Oxwall Foundation

- **4.1.1** Oxwall Foundation (as the original developer of Oxwall software and the owner of The Store) can not be held responsible for any direct or indirect damage caused by using any Goods listed in The Store.
- **4.1.2** Oxwall Foundation reserves the right and takes the responsibility to deactivate any and all Goods no longer supported and/or updated by The Vendor, and/or those receiving excessive negative feedback.

4.2 The Vendor

- **4.2.1** The Vendor can not be held responsible for any direct or indirect damage caused by using their Goods listed in The Store if The Goods comply with clause <u>3.3</u> of these Terms.
- **4.2.2** The Vendor takes full responsibility for supplying up-to-date Terms of Use (including Refund Policy) for their Goods listed in The Store as paid.
- **4.2.3** The Vendor undertakes to maintain the working state and provide appropriate support for their Goods listed in The Store.
- **4.2.4** The Vendor undertakes to grant a license for any paid Good acquired by The User from The Store within 72 hours after the completion of the purchase, unless an appropriate different condition is stated in the specific Good's Terms of Use.
- **4.2.5** While terminating The Good's listing in The Store, The Vendor undertakes to notify all Good's Users about the decision beforehand (at least 7 working days), and take all steps possible to limit any negative consequences of this decision.

4.2.6 The Vendor agrees not to artificially inflate or manipulate The Store ratings and reviews.

4.3 User

- **4.3.1** The User undertakes to thoroughly read the Good's license and Terms of Use before the purchase/download, and refer to said documents in subsequent usage.
- **4.3.2** While providing feedback for any Goods, The User undertakes to be as objective and truthful as possible.
- **4.3.3** The User undertakes to fully cooperate with The Vendor while resolving any issues or reports regarding The Goods submitted by The User.

5. Parties Responsibilities

5.1 Oxwall Foundation

- **5.1.1** Oxwall Foundation reserves the right to not list any Goods deemed non-acceptable under clause 3 of The Terms, or any Goods breaching The Store Item Policy
- **5.1.2** Oxwall Foundation reserves the right to update and change the Terms of Use at our sole discretion at any time without prior notice. You will be notified of any material changes to the Terms. Continued use of the Store after publication of such modifications, with or without notification, constitutes binding acceptance of these modified Terms of Use.

5.2 The Vendor

The Vendor holds the right to cancel licenses granted to The User in case of arising unsolvable conflicts/disputes, with full or partial refund paid to The User in accordance with specific Good's Refund Policy.

5.3 User

- **5.3.1** The User has the right to provide feedback and/or reviews about The Good either publicly on The Good's page in The Store, or privately directly to The Vendor.
- **5.3.2** The User has the right to demand support service for The Goods at the extent stated by The Vendor in the appropriate Good's Terms of Use.