

Terms of Use

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Take the time to carefully read the following terms and conditions. Your purchase or use of any Shape5 product or service implies that you have read and accepted the below terms and conditions.

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1. LIMITED USAGE OF PRODUCTS

Your Shape5 membership grants you unlimited usage on unlimited amount of domains.

Memberships:

- Free Membership - Unlimited Domains - FREE

With this membership you can:

Use Free Shape5 templates/themes and other free products on an unlimited number of domains.
Use Free Shape5 products on any website.
Use the forum with limited access rights.

- Shape5 Pro \$89

With this membership you can:

Use Shape5 templates/themes on unlimited domains.
Use Shape5 extensions on unlimited domains.
Use Shape5 templates/themes on personal or business websites.

Use Shape5 extensions on all websites.
Use the forum with full access rights.

- Shape 5 Pro Plus
Popular - \$120

This membership includes:

Shape 5 Pro Plus and your preferred choice of JoomlaArt OR JoomlaBamboo or Gavick Pro
Highly discounted access to two templates club.

- Developer Membership - 1 Year -
- \$299

Developer access to :

Shape5.com (both Joomla and WordPress products)
Gavick.com (both Joomla and WordPress products)
JoomlaArt.com (all JoomlaArt Products)
JoomlaBamboo.com (all products)
dthdevelopment.com (all products)

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4. **MODIFICATIONS:** You may make any necessary modifications to our products to fit your purposes. You may alter the products code for your own use. You may not distribute the original product's code or your modified product's code of the copyrighted materials listed under "License" above without the explicit permission of Shape5.

Porting to other platforms and content management systems and redistributing as

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5. **UNAUTHORIZED USE:** You may not place any of our copyrighted products listed under "License" above, modified or unmodified, on a diskette, CD, website or any other medium and offer them for redistribution or resale of any kind.

Any member found violating these terms will be immediately suspended from our

site with no refund. Any website or person found using an unauthorized Shape5 product will be banned from Shape5 for life, with no option to back-license a product, and may not purchase any future paid products from Shape5. It is the responsibility of the user to obtain a proper license before using Shape5 products. All unauthorized materials must be removed from any violating person's server. We reserve the right to submit DMCA complaints to a host if a violation is found.

6. **ASSIGNABILITY:** You may not sub-license, assign, or transfer this license to anyone else without prior written consent from our company.

7. **OWNERSHIP:** You may not claim intellectual or exclusive ownership to any Shape5 product, modified or unmodified. All products are property of Shape5. Stock, copyrighted images are not included with your membership; they are not included with our products and may not be downloaded for your use.

8. **UPDATES:** All products are always designed to work with the current

Joomla CMS, Wordpress, and other programs supported by Shape5 at the time of production, but we can give no guarantee that our products will run with future versions of these programs. Members may use the forums to address any issues related to software versions. Products may, but not under any guarantee, be updated after a release.

9. **WARRANTY:** Our products are provided "as is" without warranty of any kind, either expressed or implied. In no event shall our juridical person or Shape5 LLC be liable for any damages including, but not limited to, direct, indirect, special, incidental or consequential damages or other losses arising out of the use of or inability to use our products.

We make not guarantee that our products will function with third party

extensions. Although we strive to keep our products error free and secure, we make no guarantee that products will not contain software errors or security issues, but will strive to correct them if they arise. Browser compatibility should be tested by you on our the product's

demonstration page at <http://demo.shape5.com>.

10. **DELIVERY:** After we have successfully received your payment, your Shape5 membership information will be emailed to the email address you provided during the payment process. This may take several hours but usually happens within minutes. If you do not receive an email after this time period, please contact us through this website. Upon logging in with the provided credentials, our Shape5 support team will have instant access to your membership rights.

Your

E-mail address must be valid because it will be used for communication purposes. It is strongly recommended that you do not use free email addresses due to the fact that free emails can be checked more thoroughly and may take longer for activation as a result.

All membership dates begin at the date on which they were paid.

11. REFUND POLICY: Since Shape5 is offering non-tangible irrevocable goods we do not issue refunds after the membership is made, which you are responsible for understanding upon purchasing membership at our site.

12. SUPPORT AND ACCESS: Shape5 products are delivered &as is’, with no implied meaning that they will function exactly as you wish or with all third party extensions, components, plugins, modules or other products. All questions regarding these topics should be directed to the appropriate forum board. Support questions of specific products must be posted in the forum board specific to that product. Emails requesting support will not be answered. Questions regarding memberships can be emailed to us via our contact page. Shape5 does not commit to monitor the forums, but we reserve the right to respond and answer questions. Shape5 business hours are Monday through Friday 9AM to 5PM EST except major US holidays, occasional monitoring of the site and forum will be performed outside of business hours.

Note: Memberships consist of both product downloads and forum access as a benefit for active members. Access to paid support forum board areas and paid product download areas, associated to the specific membership purchased, will discontinue when a membership expires, as they are part of the membership sold; this includes any posts made by the member in paid forum areas. All content on shape5.com is owned by Shape5 LLC, including all member submitted forum posts, which are willfully submitted by the member by agreeance of these terms.

NOTE: We reserve the right to refuse support for graphically offensive websites such as sexual or pornographic websites, and websites promoting or committing any illegal behavior of any kind. We will still answer forum questions that may arise from a developer of such sites, but interactive support may be refused. Identification of these sites is left to the discretion of Shape5 LLC.

13. RELEASES: There is no guarantee to the release of new products during a membership period. Memberships grant the right to download and receive support for already published products on shape5.com and any future products that may be released during a membership period. Memberships do not grant the purchase of specific products nor do they guarantee the production or release of future products.

14. MEMBER BONUSES: All member bonuses or promotional lists found anywhere on the shape5.com are handled by third parties, and therefore are subject to change or discontinue without notice. Shape5 LLC is not responsible or liable for the validity of these bonuses and promotions.

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