

INSTAMEMBER



THE ULTIMATE WORDPRESS MEMBERSHIP PLUGIN



DEVELOPER LICENSE

Created & Published By

Suzanna Theresia

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If you have any questions about what you can or can not do with this product
please contact: <http://asksuzannatheresia.com>



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CHAPTER 1

DEVELOPER LICENSE

Developer License

This license entitles you to install InstaMember on an unlimited number of domains that you own, or on your clients' domains that you manage or develop.

Use or distribution of InstaMember in violation of the Terms of Service contained in this document will result in termination of your membership, without refund.

Developer License Rights

[YES] Install on unlimited domains that you own

[YES] Use on unlimited clients sites you manage or develop

[NO] Resell the Plugin

[NO] Give away for free



CHAPTER 2

TERMS OF SERVICE

Quick And Easy Version

As a paid customer of InstaMember, you're a member of the InstaMember.com website. This allows you to get upgraded versions of InstaMember, support, training videos, and other benefits of membership, all subject to the terms and conditions contained in this document.

Lawyer Version

Suzanna Theresia ("Suzanna" or "us" or "we") owns multiple internet sites, including Insta-Member.com ("Site"). By using the Site, all products and services of InstaMember ("Service"), you are agreeing to be bound by the following terms and conditions ("Terms of service"). We reserves the right to update and change the Terms of Service from time to time without notice.

Any new features that augment or enhance the current Site and Service, including the release of new tools, software and resources, shall be object to the Terms of Service. Continued use of the Site and Service after any such changes shall constitute your consent to such changes.

Violation of any of the terms below will result in the termination of your Membership. You agree to use the Service at your own risk.

1. Membership and Account Terms

Use of enjoyment of Membership benefits, such as product access, updates, support, training and other benefits of Membership are



provided to paid Members in good standing only. You are responsible for updating your information, including contact names, addresses, and other information (as applicable) in a timely manner. Members are responsible for maintaining the security of accounts and passwords. We cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.

Members are responsible for all Content posted and activity that occurs under your account. Members may not use the Service for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright and trademark laws).

2. Intellectual Property License

General PHP License

The PHP and JavaScript code portions of the Service are subject to the GNU General Public License, version 2. All images, and cascading style sheets elements are released under the Proprietary Use License below.

Proprietary Use License

The Proprietary Use License is a GPL compatible license that applies only to the images, and cascading style sheets contained in the Service. These elements are the copyrighted intellectual property of us and cannot be redistributed or used in any fashion other than as provided in this Agreement.

3. Content

All Content, including imagery and documentation that is published on the Site is the property of us. Any replicated site content must be



authorized in advanced. Content from the Site shall not be used or exploited for commercial or non-commercial purposes without the prior written consent of us.

4. Privacy Policy

Please read the Privacy Policy disclosures relating to the collection and use of your information. By using the Site, you are consenting to the processing of your data by us and consenting to our Privacy Policy. You can review the most current version of the Privacy Policy.

5. Refund Policy

You have 30 days to request a refund for any purchase from us.

6. Term

Term of membership is perpetual from date of purchase as long as Member continues to use our Service, or until such time as either party notifies the other to terminate with or without cause. This Terms of Service, including any revisions, remain in effect for the duration of membership.

7. Access

During the Term, you are authorized to access the Service solely to manage your member account(s) or as otherwise authorized by us in writing. You agree that you will not use the Service or any content there in or data obtained there from for any other purpose and that you will not disseminate any of this information. Your right to access your account with the Service (including, without limitation, any login



or other access information) is personal to you, non-transferable and non-assignable, and is subject to any limits established by us. You agree that you will not use any automated means, including, without limitation, agents, robots, scripts, or spiders, to access or manage your account with the Service or to monitor or copy the Service website or the content contained therein except those automated means expressly made available by us, if any, or authorized in advance and in writing by us (for example, Suzanna-approved third party tools and services). Without limitation to the foregoing, you further agree that you will not take any action that imposes an unreasonable or disproportionately large load on the Service as determined by us.

8. Indemnity and Limitation of Liability

Member will indemnify and hold harmless Suzanna and its, affiliate and subsidiary companies, officers, directors, employees, licensees, successors and assigns, including those licensed or authorized by us to transmit and distribute materials, from any and all liabilities, damages, judgments, claims, costs, losses, and expenses (including reasonable legal fees and costs) arising out of or related to any and all claim(s) alleging conduct that would amount to a breach of any of Company's representations and warranties in the Membership Agreement, including this Terms of Service.

WE SHALL NOT BE LIABLE TO MEMBER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF SUZANNA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM OR RELATED IN ANY WAY TO ANY PROVISION OF THIS AGREEMENT (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES), INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. IN NO EVENT SHALL SUZANNA BELIEABLE TO MEMBER FOR AN



AMOUNT GREATER THAN THE PAYMENTS MADE BY MEMBER TO SUZANNA FOR PRODUCTS AND SERVICES PROVIDED PURSUANT TO THE TERMS OF THIS AGREEMENT.

Some jurisdictions do not allow the exclusion of liability for incidental or consequential damages, so some or all of the above exclusions or limitations may not apply.

9. Cancellation and Termination

We, in its sole discretion, have the right to suspend or terminate your account and refuse any and all current or future use of the Service for violation of these Member Terms of Service. Such termination of the Service will result in the deactivation or deletion of your Account or your access to your Account, and the forfeiture and relinquishment of all content in your account. We reserves the right to refuse service to anyone for any reason at any time, and to refund your payment and terminate your account in the sole discretion of us.

If Member is dissatisfied with any aspect of the Service(s) after the 30-day refund period, your sole and exclusive remedy is to terminate the Agreement and/ or the Service(s) Terms by requesting your account be closed. Reasons for Suzanna determination to so terminate, suspend or discontinue your account or participation may include, but is not limited to, if we believe that you violated the Agreement or other policies or guidelines of the Service, a Third Party Product, or if we believe Member conduct may be harmful to other consumers, members or licensees who participate in (or offer to its users) the Service Web Sites (and/or any part thereof). All decisions made by us in this matter will be final and neither Suzanna nor any of the Suzanna Entities shall have any liability regarding such decisions.



10. Force Majeure

If Service is prevented or delayed in or from performing any of its obligations under the Agreement due to circumstances beyond its control, including but not limited to governmental acts, war, riots, strikes or trade disputes (including by and with our own employees), technical failure, general availability of the internet, power failure, communications failure, weather, flood, fire or explosion, natural or local emergency, Suzanna shall not be liable for any resulting failure to provide services here under.

11. Support

Suzanna offers Service “as is” and with no implied meaning that they will function exactly as you would like or will be compatible with all 3rd party components and plugins. We do not offer support via email or otherwise support WordPress or other WordPress plugins we have not developed.

Support is offered via our support desk to paid members only. You are not permitted to post our support desk Content or documentation on any external website, social media outlets, etc. Posting screen captures of the Content is also prohibited. Violation will be grounds for immediate termination of the Membership Account.

12. Price Changes

We reserves the right, at any time, to modify or discontinue, temporarily or permanently, the Service with or without notice. Prices of all Service are subject to change. Notice of price changes will be made on the site.



13. Warranty

We do not guarantee the Service will function with all 3rd party software/plugins. We are not responsible for any software/plugin compatibility conflicts that may occur. It is our policy to the Service as best we can and we will provide support for 3rd party software/plugin conflicts at our discretion or as time allows. We are not responsible for any data loss that may occur as a result of installing the Service.