
End User License Agreement (EULA)

EquaSuite WordPress Plugins — EquaDev

Version of 27/07/2026 · Courtesy translation — only the French version is authoritative

This is a courtesy translation provided for convenience; in the event of a discrepancy of interpretation, the French version prevails, subject to mandatory provisions of the law applicable to the consumer.

Preamble

This End User License Agreement (the "Agreement" or "EULA") sets out the conditions under which **EquaDev** (the "Publisher") makes available its plugins of the **EquaSuite** range for the WordPress content management system, and governs their use by any professional or private user (the "User").

The plugins of the EquaSuite range are intended to extend the native features of WordPress by means of specialised software components.

The code of the plugins is free software. It is distributed free of charge under the GNU General Public License version 2 or later (GPLv2+). This Agreement in no way restricts the freedoms granted by the GPL over that code.

Each commercial plugin of the range exists in two versions (the "Builds"):

- a **Free Build**, published on the official WordPress.org directory, offering the Basic Features, without sale or license mechanism, and offering an upgrade to the Pro Build;
- a **Pro Build**, distributed by the Publisher from its own infrastructure, outside WordPress.org, containing all of the code and a license mechanism.

What the User acquires, where applicable, from the Publisher is **not** the code (free), but a **commercial license** unlocking the Advanced Features. This license, together with the Documentation, the trademarks and the identity of the EquaSuite range, remains subject to this Agreement and does not fall under the GPL.

This Agreement applies to the use of **any Build**, Free or Pro. **Installing, activating or using an EquaSuite plugin constitutes full and unreserved acceptance of this Agreement**, including all the limitations of liability and exclusions of warranty of the Publisher set out herein, within the limits where the Agreement does not restrict the rights guaranteed by the GPL over the code. **Failing acceptance, the User must not install or use the plugin.**

Chapter 1 — Definitions

- **Publisher:** EquaDev, publisher of the plugins covered by this Agreement.

- **Plugin:** a computer program developed by the Publisher intended to operate with WordPress (source code, resources, templates, libraries, translation files, documentation, updates). The code is distributed under a free license (GPLv2+).
- **Free Build:** version of the plugin published on WordPress.org, offering the Basic Features, without sale or license mechanism.
- **Pro Build:** version of the plugin distributed by the Publisher outside WordPress.org, containing all of the code and the license-control mechanism.
- **Basic Features:** features available without a license or duration condition, present in both Builds.
- **Advanced Features:** additional features specific to the Pro Build, the use of which falls under the trial period or a license.
- **Trial period of the Advanced Features** (the "Trial"): access to the Advanced Features offered in the non-licensed Pro Build, within the limit of a Quota arbitrated by the Publisher's License Service.
- **Quota:** volume of use of the Trial, determined and arbitrated server-side by the Publisher. The Quota does not constitute a local count and may be revised (upward or downward) or removed.
- **License:** the commercial service subscribed to with the Publisher giving the right, by means of a License Key, to the use of the Advanced Features without any Quota condition, for the subscribed term. This term designates the commercial license, and not the free license (GPL) applicable to the code.
- **Free license (GPL):** the GNU General Public License version 2 or later, under which the code of the plugins is distributed.
- **License Key:** an identifier issued by the Publisher following a subscription, unlocking the Advanced Features of the Pro Build. It conditions neither the download nor the updates of the plugin.
- **License Service:** the online service operated by the Publisher, responsible for validating License Keys and arbitrating the Quota. It conditions neither the download nor the updates of the code.
- **WordPress installation:** the set consisting of WordPress, its database, its extensions, its theme and its hosting environment.
- **Host (hostname):** the technical identifier of the WordPress installation on which a plugin is activated, used by the License Service to attach a license to an installation.
- **Documentation:** any technical, functional or legal documentation published by the Publisher.
- **Update:** a new version of a plugin (fixes, improvements, new features). Updates of the Free Build are distributed via WordPress.org; those of the Pro Build are distributed by the Publisher from its infrastructure.
- **Services:** all services offered by the Publisher in addition to the plugins (License Service, Pro Build update service, online documentation, support depending on the subscribed plan).
- **Data:** information stored in the User's WordPress installation.
- **Personal data:** information constituting personal data within the meaning of the GDPR.
- **Third party:** any person or entity other than the Publisher and the User.

Chapter 2 — Purpose and articulation with the free license

2.1 Purpose of the Agreement

This Agreement sets out the conditions of use of the EquaSuite plugins, whatever the Build, as well as — for the Pro Build with a license — the conditions of the commercial service of unlocking the Advanced Features. It also covers the Documentation, the trademarks and the lawful use of the plugins.

2.2 Nature of the commercial license

Subject to compliance with this Agreement, the Publisher grants the User holding a license a right of access to the Advanced Features: non-exclusive; limited in time according to the subscribed plan; attached to the subscribed product in accordance with Chapter 4. This right relates to the unlocking of the Advanced Features. It does not restrict the rights the User holds under the free license over the code (Chapter 3).

2.3 No transfer of ownership

The software is **not sold**: the commercial license is **granted**. It does not entail any transfer of the Publisher's intellectual property rights beyond the rights expressly granted and the freedoms guaranteed by the GPL over the code.

Chapter 3 — Free license of the code (GPL) and distribution

3.1 Code distributed under the GPL

The code of the plugins is distributed under the **GNU General Public License version 2 or later (GPLv2+)**. Within the limits of that license, the User enjoys the freedoms to use, study, modify and redistribute that code. No provision of this Agreement may restrict the rights granted by the GPL over the code. In the event of a conflict concerning the code, the GPL prevails as regards the code.

3.2 Purpose distinct from the commercial service

Independently of the provision of the code under the GPL, the unlocking of the Advanced Features requires a **valid License Key** issued by the Publisher. This service constitutes a commercial service distinct from the code, not covered by the GPL, and subject to this Agreement and the General Terms of Sale.

3.3 Protection of the license, the key and the trademarks

While the GPL makes the code freely redistributable, it confers no right over: the License Key and the credentials for access to the License Service; the License Service itself and its infrastructure; the trademarks, names, logos and visual identity of the EquaSuite range; the Documentation. The following are notably prohibited, as infringements of the Publisher's rights and not as an exercise of GPL freedoms: falsifying, counterfeiting or sharing a License Key without authorisation; circumventing, simulating or neutralising the license-control or Quota-arbitration mechanism; using the Publisher's trademarks and names outside the legitimate promotion of the plugins or the uses permitted by the GPL.

3.4 Distribution model of the two Builds

The code of the plugins is distributed through two distinct channels. The **Free Build** is distributed, installed and updated **via the official WordPress.org directory**, according to the mechanisms proper to that platform and to WordPress. The **Pro Build** is distributed and updated **by the Publisher, from its own infrastructure**, outside WordPress.org; its download and updates are **free**: they are not conditioned by the holding of a License Key. The Key only unlocks the Advanced Features at runtime. The License Service is not intended to distribute the code or updates: it exclusively ensures the validation of License Keys and the arbitration of the Quota.

Chapter 4 — Functional scopes, trial and license

4.1 Three functional scopes

The extent of the features available depends on the Build and the state of the license:

- **Basic Features**: accessible in the Free Build as well as in the Pro Build. They are subject to no license, no Quota and **no duration limitation**.
- **Trial period of the Advanced Features**: in the non-licensed Pro Build, the Advanced Features are accessible until the **Quota** arbitrated server-side is reached. Once the Quota is reached, the plugin returns to the scope of the Basic Features.
- **Advanced Features under license**: upon entry of a valid License Key, the Advanced Features remain active, **without any Quota condition**, as long as the Key is valid.

4.2 Nature of the Quota

The Quota is a mechanism for **trialling** the Advanced Features, arbitrated server-side by the License Service. It constitutes neither a local count nor a duration limitation of the Basic Features. **The Quota may be revised upward or downward, or removed**, at the Publisher's discretion; when it is nil or removed, the non-licensed Pro Build offers only the Basic Features, identically to the Free Build. No Basic Feature is ever restricted or limited in time.

4.3 Single-product license

Each commercial license relates to **one specific product**: one License Key corresponds to one product. Access to the Advanced Features of a given product requires a valid license for that product.

4.4 Validation of the license and the Quota

The unlocking of the Advanced Features and the arbitration of the Quota rely on periodic validation with the License Service, to which the Pro Build transmits the technical information necessary for the control (notably the Key, the product identifier, the host of the installation and the version of the plugin). The processing of this data is described in the Publisher's [GDPR Statement](#). The License Service conditions neither the download nor the updates of the plugin.

4.5 Test environments

The use of the plugins in a staging or local development environment, for testing and fine-tuning purposes, is possible under the same technical conditions.

Chapter 5 — Rights granted

Subject to compliance with this Agreement, and without prejudice to the broader freedoms conferred by the GPL over the code, the User is in particular authorised to: install the plugin (Free or Pro); use it in the course of its activity; modify its settings and configure it; use the documented features; access the Advanced Features according to the trial period or the subscribed license; benefit from the updates (via WordPress.org for the Free, via the Publisher's service for the Pro); make backups and restore the plugin in the event of an incident; customise its operation through the mechanisms provided.

The rights over the code (reproduction, modification, redistribution) are exercised in accordance with the GPL. The rights relating to the License Key, the License Service, the trademarks and the Documentation remain governed by this Agreement.

Chapter 6 — Restrictions relating to the commercial service and lawful use

The restrictions of this chapter relate to the commercial service, the License Key, the trademarks, the Documentation and the lawful use of the plugins. They do not restrict, and may not be construed as restricting, the freedoms conferred by the GPL over the code.

6.1 Principle

The User undertakes to use the EquaSuite plugins in accordance with this Agreement, the official Documentation, the GPL as regards the code, and applicable laws and regulations.

6.2 Restrictions relating to the license and the trademarks

Save with the prior written authorisation of the Publisher or a mandatory provision of law to the contrary, it is in particular prohibited to: falsify, counterfeit or share a License Key without authorisation; use a Key obtained fraudulently; circumvent, simulate, neutralise or modify the license-control or Quota-arbitration mechanism; remove or conceal intellectual property notices, within the limits where the GPL does not permit it; use the Publisher's trademarks, names or logos outside the legitimate promotion of the plugins or the uses permitted by the GPL; present a plugin in a manner wrongly suggesting that it emanates from a third party or improperly claiming the status of original publisher.

6.3 Compliance with the law

The User undertakes not to use the EquaSuite plugins to: distribute unlawful content; infringe the rights of third parties; circumvent legal obligations; carry out fraudulent operations; distribute malware; compromise the security of computer systems; violate regulations relating to personal data.

Chapter 7 — Updates and evolution

7.1 Distribution of updates

Updates of the **Free Build** are distributed via the official WordPress.org directory, according to the mechanisms proper to WordPress, and installable from the administration of the WordPress

installation. Updates of the **Pro Build** are distributed by the Publisher from its own infrastructure. They are **free**: their access is not conditioned by the holding of a valid License Key. A Pro Build whose license has expired continues to receive updates. The Publisher is not required to publish updates according to a determined frequency.

7.2 Evolution of features

The Publisher may evolve the plugins, their features and their technical conditions for reasons of improvement, compatibility, security or regulation. A feature may be improved, replaced, removed, merged or made obsolete. The distribution of features between the basic and advanced scopes, as well as the trial Quota, may evolve under the conditions of Chapter 4.

7.3 Compatibility

The Publisher endeavours to ensure the compatibility of the plugins with the officially supported versions of WordPress, PHP and the main browsers, as indicated in the Documentation. It cannot, however, guarantee compatibility with all themes, third-party plugins, hosts or server configurations.

7.4 End of maintenance

The Publisher may end the follow-up of an older version of a plugin, notably in the event of technical obsolescence, major incompatibility with WordPress, security risk or evolution of the software architecture. The code already distributed remains subject to the GPL.

Chapter 8 — Expiry of license, exhaustion of the Quota and network tolerance

8.1 Term

The right to use the Advanced Features under license is granted for the **subscribed term**, under the conditions of term and renewal provided in the General Terms of Sale. The right to use the Basic Features is not limited in time, under the conditions of the applicable free license.

8.2 Exhaustion of the Quota

When the Trial Quota is reached, the non-licensed Pro Build returns **without delay** to the scope of the Basic Features. A nil Quota entails this behaviour from installation, the non-licensed Pro Build then behaving identically to the Free Build.

8.3 Expiry of license

Upon expiry or termination of the License, the Advanced Features under license cease; the Pro Build returns to the scope of the Basic Features (or to the Trial if Quota remains available). This return **destroys no data** already created by means of the Advanced Features and **does not remove access** to existing data; it affects neither the Basic Features, nor the updates of the plugin, nor the rest of the installation. As certain Advanced Features cease to be available, the User is invited, if it wishes, to export or consult the data depending on them during the period of validity of its license.

8.4 Tolerance in the event of unavailability of the License Service

If the License Service is **temporarily unreachable**, the plugin tolerates this unavailability for a **grace period of seven (7) days**, during which the Advanced Features under license remain active, so that a mere network unavailability does not deprive the User of its acquired rights. After this period without revalidation, the plugin returns to the scope of the Basic Features until the service is restored. This tolerance concerns the sole technical unavailability of the License Service; it is unrelated to the expiry of a license (article 8.3) or the exhaustion of a Quota (article 8.2).

8.5 Reactivation

The subscription of a new license period unlocks the Advanced Features again. The data preserved upon the return to the basic scope becomes, where applicable, usable again by those features.

Chapter 9 — Support

9.1 Purpose and access

Support is intended to assist the User in the installation, configuration and normal use of the plugins. Its benefit may be reserved to licenses including that service.

9.2 Means and conditions

Support is provided through the channels officially indicated by the Publisher, the arrangements for which may evolve. The Publisher may request any information useful for the analysis of a technical difficulty.

9.3 Exclusions

Support does not cover in particular specific development, code customisation, WordPress administration, server administration, recovery of lost data, conflicts caused by third-party software, themes not compliant with WordPress standards and hosting with an incompatible configuration.

9.4 Times

Response times are given for information only and do not constitute a service-level commitment, save provision to the contrary.

Chapter 10 — Technical operation and external services

10.1 Hosting of data

As a matter of principle, the EquaSuite plugins operate directly within the User's WordPress installation. The data generated or processed by the plugins remain hosted under the sole responsibility of the User or its host. The Publisher does not access, in the course of the local operation of the plugins, the data proper to the User's installation.

10.2 External services called

The operation of the plugins may require communications with services operated by the Publisher. These calls differ according to the Build: the **Free Build** may communicate with the Publisher's marketing content service (marketing.equadev.fr), notably for the display of content and, where applicable, an optional subscription; the **Pro Build** may in addition communicate with the License Service (license.equadev.fr, validation of Keys and arbitration of the Quota) and the update service (update.equadev.fr, distribution of Pro Build updates). These exchanges are limited to the information strictly necessary for the operation of the Services concerned. The detail of the data transmitted appears in Chapter 11 and in the Publisher's GDPR Statement.

10.3 Continuity of the License Service

The License Service may rely on a primary server and a backup server intended to ensure the continuity of validation. In the event of unavailability, the tolerance mechanisms of article 8.4 apply. The unavailability of the License Service affects neither the Basic Features, nor the download, nor the updates.

10.4 Third-party services

Certain EquaSuite plugins may offer features relying on services of third-party providers, by way of example and without this list being exhaustive: Stripe, Brevo, or any other compatible service. The use of these services remains subject to their own contractual terms, privacy policies and technical requirements. The Publisher cannot be held liable for the interruptions, modifications, limitations or discontinuations of services decided by these third-party providers.

10.5 WordPress environment

The EquaSuite plugins are developed in accordance with WordPress development standards in force at the time of their publication. The Publisher cannot guarantee the operation of a plugin where the User's WordPress environment is altered, notably by changes to the WordPress core, incompatible extensions, themes not complying with the standards, specific developments carried out by third parties or restrictions imposed by the host.

10.6 Experimental versions

The Publisher may offer beta versions, experimental features or preview versions, intended for testing purposes. Their use takes place at the User's risk: they may cause malfunctions, instability or a substantial evolution of the features before final publication.

Chapter 11 — Personal data

11.1 General principles

The EquaSuite plugins are designed according to an architecture favouring the local processing of data within the User's WordPress installation. Save provision to the contrary in a plugin's Documentation or the voluntary activation of a specific service, the data processed by the plugins remain hosted on the infrastructure chosen by the User.

11.2 Allocation of responsibilities

The User remains solely responsible for the data processing carried out by means of the plugins, the determination of the purposes, compliance with the obligations incumbent on it under Regulation (EU) 2016/679 (GDPR) and any applicable regulation, the information of data subjects, the management of their rights and the retention period. The Publisher acts in the capacity of software publisher. For the data processed within the framework of its Services (License Key, host, technical data), the exact qualification of roles within the meaning of the GDPR is set out in the [GDPR Statement](#). Where ad hoc additional services lead the Publisher to process data on behalf of the User and at its express request, a separate processing agreement (DPA) defines the parties' rights and obligations.

11.3 Data transmitted to the Publisher

The operation of the Services may require the transmission of technical information, notably: the License Key; the associated host (hostname); the product identifier; the version of the plugin; the version of WordPress; the version of PHP; technical logs, screenshots or error messages voluntarily transmitted by the User in the context of a support request. This information is limited to what is strictly necessary.

11.4 Support data

Where the User requests support, it is for the User to transmit only the necessary information and to ensure, in the event of voluntary transmission of logs, screenshots or error messages, that they are free of personal data. In the event of an inadvertent breach, the User informs the persons concerned without delay. The Publisher processes the information communicated in compliance with its Privacy Statement and cannot be held liable for the transmission by the User of personal data in this context.

11.5 Processing by the Publisher

The processing of personal data within the framework of the use of the plugins and Services is described in the [GDPR Statement](#) and the [Privacy Statement](#) of the Publisher, in compliance with Regulation (EU) 2016/679.

Chapter 12 — Warranties, liability and final provisions

Core clauses applicable to both Builds. This chapter carries the entirety of the Publisher's protections. It applies to any User, whether using the Free Build (accepting only this EULA) or the Pro Build (also accepting the GTS). These protections are deliberately reproduced, identically, in the General Terms of Sale applicable to the licensed Pro Build.

12.1 Legal warranties

This Agreement does not deprive the User of the mandatorily applicable legal warranties, notably the warranty of conformity of digital content and services owed to the consumer where it applies.

12.2 "As is" provision and no warranty of result

Within the limits permitted by applicable law, the software is provided **"as is"** and **"as available"**, without warranty of any kind, express or implied, notably without warranty of fitness for a particular purpose, absence of errors, continuity of service or result. The Publisher does not warrant that the software will achieve the commercial, technical or other objectives pursued by the User, nor that it will operate without interruption or error in any environment. As the code is distributed under the GPL, it is provided without warranty within the limits provided by that license.

12.3 Security of the installation incumbent on the User

The User is **solely responsible for its WordPress environment**: installation, configuration, hosting, security, updates and **backups**. It is for the User in particular to keep WordPress, PHP, extensions and themes up to date, to secure administration access, to make and verify regular backups, and to test updates in an appropriate environment where its activity justifies it. **The Publisher cannot be held liable** for malfunctions, vulnerabilities, data losses, intrusions or compromises resulting from the User's environment, an unsuitable configuration, a failure to update or back up, third-party software, or any factor beyond its control. The validation, testing, deployment and operation of the software are the User's sole responsibility. The User is also responsible for the safekeeping of its License Key and any technical secret required by the software (notably encryption or sealing keys, the loss of which may render the data permanently unusable). The Publisher does not hold a copy of these secrets and cannot restore them.

12.4 Responsibility of the User for content and products

The User is **solely responsible for the content it publishes and the products or services it sells or processes** by means of the plugins, as well as for compliance with the regulations applicable to its activity (consumer law, e-commerce, invoicing, electronic signature, commercial prospecting, intellectual property, data protection). **The Publisher is not a party** to the relationships, transactions or contracts concluded between the User and its own customers or any third party by means of the plugins. It cannot be held liable for the content, lawfulness, performance or consequences of these transactions. The User warrants the Publisher against any third-party claim resulting from the content published or the processing carried out by means of the plugins.

12.5 Limitation of liability

Within the limits permitted by applicable law, the Publisher's liability under this Agreement is **capped at the amount actually paid by the User for the license concerned** during the twelve (12) months preceding the triggering event. For the use of the Free Build and the Trial period, provided without financial consideration, the Publisher's liability is limited under the same conditions, up to the amount paid (where applicable nil), subject to mandatory legal provisions. Indirect damage is expressly excluded, notably loss of operations, turnover, data or clientele. These limitations do not apply in the event of the Publisher's gross or wilful misconduct, nor in cases where the law sets them aside (notably bodily injury).

12.6 Availability of the Services

The Publisher implements reasonable means to ensure the availability of its Services (License Service, update service, marketing content), without warranty of uninterrupted availability. The

software is designed to tolerate a temporary unavailability of the License Service without immediate interruption of the Advanced Features under license, under the conditions of article 8.4. The unavailability of the Services does not affect the operation of the Basic Features.

12.7 Intellectual property

The code of the plugins is distributed under a free license (GPLv2+); the copyright over that code remains that of the Publisher, exercised within the framework of that license. Independently of the provision of the code under the GPL, the Publisher remains the sole holder of the intellectual property rights relating in particular to: the trademarks and names of the EquaSuite range (EquaDev, EquaSuite, EquaTunnel, EquaBoard, EquaSign, EquaShop, EquaShowcase, EquaFulfil, this list being non-exhaustive and liable to evolve); the graphic elements, icons and logos, within the limits of the GPL when incorporated into the code; the visual identity of the range; the Documentation; the mock-ups, demonstrations and presentation materials. The License Key and the License Service remain the property of the Publisher. No provision of this Agreement grants the User a right to exploit those distinctive signs outside the legitimate promotion of the plugins or the uses permitted by the GPL. The official Documentation is protected by copyright; its reproduction, distribution or commercialisation is prohibited outside the cases authorised by law or by the Publisher. Suggestions, improvement proposals, bug reports or feedback voluntarily submitted to the Publisher may be freely used to improve the plugins, without remuneration or transfer of the rights over any original works submitted. Contributions to the code fall, where applicable, within the framework of the GPL.

12.8 Termination

This Agreement applies as long as the User uses a plugin. In the event of the User's breach of its obligations, notably the restrictions of article 6, the Publisher may suspend or revoke the license of the Advanced Features, after formal notice remaining without effect where the law so requires, without prejudice to any remedy and without affecting the User's rights over the code under the GPL. The end of the license entails the return to the scope of the Basic Features under the conditions of Chapter 8, without affecting the rest of the installation. The User may at any time cease using the plugin and uninstall it.

12.9 Force majeure

The Publisher cannot be held liable for a delay or non-performance resulting from an event of force majeure within the meaning of article 1218 of the Civil Code, notably: natural disasters, fires, floods, armed conflicts, acts of terrorism, pandemics, cyberattacks of exceptional scale, massive telecommunications-network outages, generalised unavailability of Internet infrastructure, decisions of a public authority, generalised failure of an infrastructure provider.

12.10 Language

This Agreement is made available in several languages. The version in the User's language is provided as a courtesy to facilitate understanding. In the event of a discrepancy of interpretation, **the French version prevails**, subject to mandatory provision to the contrary of the law applicable to the consumer.

12.11 Governing law and jurisdiction

This Agreement is governed by **French law**. Where the User is a consumer residing in another State, it further benefits from the mandatory protective provisions of the law of its country of habitual residence, in accordance with Regulation (EC) No 593/2008 (Rome I). Subject to the public-policy rules applicable to consumers, any dispute falls within the jurisdiction of the courts of the place of the Publisher's registered office.

12.12 Entirety, partial nullity and modification

This Agreement, combined where applicable with the [General Terms of Sale](#) for the licensed Pro Build, expresses the entirety of the agreement between the User and the Publisher relating to the use of the plugins. In the event of a conflict concerning commercial aspects (price, term, renewal, withdrawal), the General Terms of Sale prevail; in any other matter, and notably as regards liability, warranty and intellectual property, the provisions of this Agreement and those of the GTS being drafted identically, they apply indistinctly. If a provision is held to be void or unenforceable, the others retain full effect. The Publisher may modify this Agreement to reflect an evolution of the software, its practices or the regulations; the applicable version is the one in force on the date of use, whose date of last update appears at the top.