



James Polk &lt;jfpolk@gmail.com&gt;

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**Re: Re: I have a software engineer in India who purchased a license to use and modify Easy Forms and Easy Forms is saying we are not properly using the...**

10 messages

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**Kino (Envato Market Help)** <help@market.envato.com>  
Reply-To: Envato Market Help <help@market.envato.com>  
To: Jfpolk <jfpolk@gmail.com>

Thu, Mar 28, 2019 at 9:14 PM

##- Please type your reply above this line -##

Your request (1453253) has been updated. Please reply to this email to add your comments.

**Kino (Market)**

Mar 29, 15:14 AEDT

Hi James,

My name is Kino from Envato Customer Success Team.

To further review your concern, I need to pass your ticket to another team. We will get back to you as soon as possible.

Thank you for your patience.

Kind regards,

Kino  
(UTC+8)[Envato Market](#) | [Envato Studio](#) | [Envato Tuts+](#) | [Envato Sites](#) | [Envato Elements](#)How can we improve Envato Market for you? [Chat with our research team.](#)

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[ER9DYE-22VO]

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**James Polk** <jfpolk@gmail.com>  
To: Envato Market Help <help@market.envato.com>

Thu, Mar 28, 2019 at 10:46 PM

Kino,

Thank you. I am sure there is no problem, because we are not charging money to allow people to access the .php script in question.

James

[Quoted text hidden]

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**Thinesh (Envato Market Help)** <help@market.envato.com>

Sat, Mar 30, 2019 at 3:19 PM

Reply-To: Envato Market Help <help@market.envato.com>

To: Jfpolk <jfpolk@gmail.com>

##- Please type your reply above this line -##

We're all set. We've now resolved your request (1453253).

However, if you have any more questions or updates for us, simply reply to this email to let us know.



**Thinesh (Market)**

Mar 31, 09:19 AEDT

Hi James,

If the end product is free to access, a Regular License is fine, but if users can/must pay to access in any way (e.g. a Pro/Premium version) an Extended License would be needed. The confusion here all started with the following pages:

<https://docupletionforms.com/pricing/>

<https://docupletionforms.com/registration-basic/>

<https://docupletionforms.com/registration-premium/>

<https://docupletionforms.com/registration-enterprise/>

If this pricing structure is for another product or service, please let me know.

Regards,

Thinesh P

L2 Help Officer



[Envato Market](#) | [Envato Studio](#) | [Envato Tuts+](#) | [Envato Sites](#) | [Envato Elements](#)

How can we improve Envato Market for you? [Chat with our research team.](#)

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[ER9DYE-22VO]

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**James Polk** <jfpolk@gmail.com>  
To: Envato Market Help <help@market.envato.com>

Sat, Mar 30, 2019 at 3:46 PM

yeah. our product is free. those were old pages that nobody can access. i guess they are still on the server, but nothing links to it.

[Quoted text hidden]

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**Thinesh (Envato Market Help)** <help@market.envato.com>  
Reply-To: Envato Market Help <help@market.envato.com>  
To: Jfpolk <jfpolk@gmail.com>

Sat, Mar 30, 2019 at 3:51 PM

##- Please type your reply above this line -##

We're all set. We've now resolved your request (1453253).

However, if you have any more questions or updates for us, simply reply to this email to let us know.



**Thinesh (Market)**

Mar 31, 09:51 AEDT

Hi James,

That was one of the concerns with the author. If the pages are not in use, you may want to remove it completely.

Regards,  
Thinesh P

L2 Help Officer



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[ER9DYE-22VO]

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**James Polk** <jfpolk@gmail.com>  
To: Envato Market Help <help@market.envato.com>

Sat, Mar 30, 2019 at 3:53 PM

hey, yeah, we have separate programs that people are going to pay us to use that have other licenses and we are going to make it possible to integrate to the form program, but the form program is signed up for 100% free, so we have our pages in storage to edit as will be lawful and in compliance with keeping their form editor free.

[Quoted text hidden]

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**James Polk** <jfpolk@gmail.com>  
To: Envato Market Help <help@market.envato.com>

Sat, Mar 30, 2019 at 3:55 PM

we are making a left hand sidebar, and on it is a link to each of the outside programs that people can pay us to use and it is all a part of [docupletionforms.com](https://docupletionforms.com), which is a free subscription with in app purchases of the other programs other than the form editor. we are just not charging money for her form program.

[Quoted text hidden]

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**Thinesh (Envato Market Help)** <help@market.envato.com>  
Reply-To: Envato Market Help <help@market.envato.com>  
To: Jfpolk <jfpolk@gmail.com>

Sat, Mar 30, 2019 at 3:56 PM

##- Please type your reply above this line -##

We're all set. We've now resolved your request (1453253).

However, if you have any more questions or updates for us, simply reply to this email to let us know.



**Thinesh (Market)**

Mar 31, 09:56 AEDT

Hi James,

You are welcome to charge for additional services/features, but the main item must remain free to use under the Regular license.

Regards,  
Thinesh P

L2 Help Officer



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How can we improve Envato Market for you? [Chat with our research team.](#)

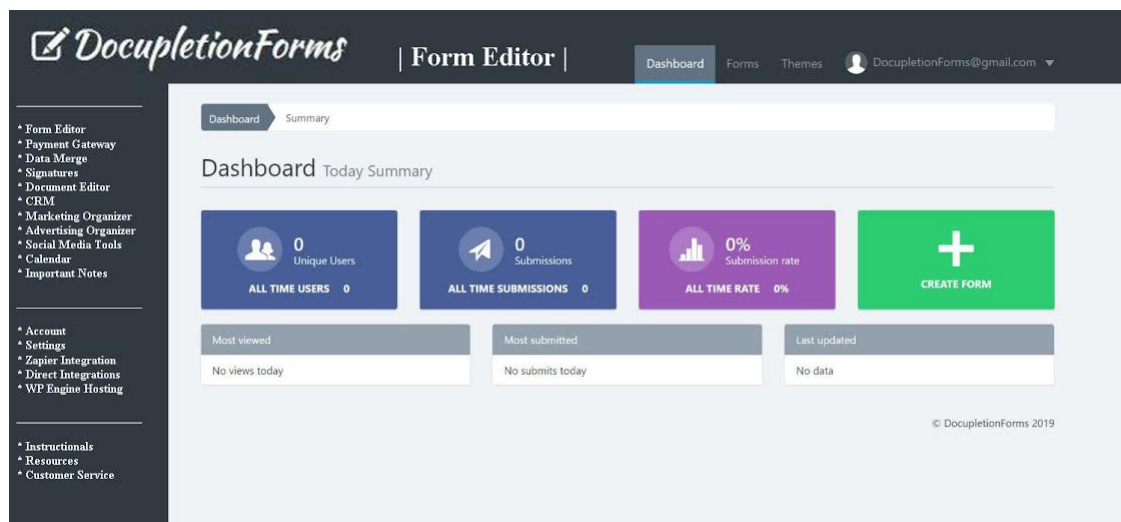
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[ER9DYE-22VO]

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**James Polk** <jfpolk@gmail.com>  
To: Envato Market Help <help@market.envato.com>

Sat, Mar 30, 2019 at 3:56 PM



this is what our left hand sidebar is going to look like and easy forms is just one of the programs and it is free to use, and then the other programs are going to cost money one by one. people signup for free and can use the easy forms form editor, but it is not all that we are going to have on the website.

[Quoted text hidden]

James Polk <jfpolk@gmail.com>

Sat, Mar 30, 2019 at 4:01 PM

To: Envato Market Help <help@market.envato.com>

Okay, great. I am glad to hear it from you in simple plain writing that I am allowed to charge for other services. I respect Envato, Easy Forms and the Regular License. It was a mixup. I thought my programmer had stolen a program and relabeled it. he had purchased the first of the licenses and we had to accentuate that the signup is free for docupletion forms and allows the subscriber free access to the easy forms form editor, and then people can pay us for the other services. I was disheartened with how my conversation with easy forms went, but I feel that we have ironed everything out and are now only, like you said, charging for other services. we are being careful not to edit anything inside of easy forms. we are leaving it completely as is and making integrations to it that are all external, so we think things should be fine. i am really sorry for the way the conversation went because i think it was unnecessarily adversarial. i believe myself to be 100% compliant with the license. thank you for your help.

[Quoted text hidden]



James Polk <jfpolk@gmail.com>

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**hello. www.docupletionforms.com offers the "easy forms" form editor for free.**

1 message

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**James Polk** <jfpolk@gmail.com>  
To: support@baluart.com

Tue, Mar 26, 2019 at 6:13 AM

hello.

[www.docupletionforms.com](http://www.docupletionforms.com) offers the "easy forms" editor for free. this should be the end of the matter. will you please inform envato marketplace that we are not out of compliance with their regular license. they have been contacting my developer and the matter is a dead issue.

james polk



*6. We will make a monthly accounting and payment of the 10% payment on the first of the month beginning the first 1st of the month after a finalized agreement.”*

Please be advised that Mr. Polk has been made fully aware of his legal rights, your obligations and potential liabilities under law, and has expressed an intent to pursue any and all available legal remedies against your company should this letter fail to generate an appropriate response.

Nothing in this letter should be construed as a waiver of any rights or remedies in this matter, all of which are expressly reserved. Moreover, please be advised that this letter is written pursuant to California Evidence Code § 1152, and any and all information and documentation submitted herein is for the purposes of settlement only, and nothing contained herein may be utilized in the subject proceeding.

Your anticipated cooperation is appreciated. Please respond directly to this firm in writing or by email at LA@PARKSTAN.COM. Thank you for your prompt attention herein.

Very truly yours,  
PARKER STANBURY LLP

By   
ALEX L. SHIA

cc: Polk (via email)

DRAFT





James Polk &lt;jfpolk@gmail.com&gt;

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**hello, i apologize in advance. i was sold a program which was a pirate of yours.**

89 messages

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**James Polk** <jfpolk@gmail.com>  
To: support@baluart.com

Sun, Feb 3, 2019 at 3:05 AM

hi. i am writing you first because i just realized that the "software engineer" in India who I hired sold me a pirated version of your Easy Forms program as a SAAS program that I was going to begin selling this month. I would like to show it to you and am then going to make an FBI IC3 complaint against the people who sold me the program. I apologize for the situation, I was told by the people that they had "open source" code for the different elements of a conditional logic form program coupled with a data-merge program and they could put a program together. They gave me an exact copy of your program. There is no way on earth that what I just received is not an exact copy and a violation of your intellectual property rights. They didn't even kind of try to make the thing look different, no different interface skin, nothing, it is your program exactly. There is no way I will move forward with selling your program as my unwittingly pirated version. will you please let me know that you have received this message?

James Polk (657) 234-2232

the pirated version is currently on my server and i will be turning the thing over to the FBI. the domain name is [www.DocupletionForms.com](http://www.DocupletionForms.com), and you can login with my login if you would like to look at the innards, i only have one login at the moment, login: [jfpolk@gmail.com](mailto:jfpolk@gmail.com) and pass: Polk64\$\$\$. you will plainly see that it is your exact program.

thank you and i apologize. i had no idea that your program existed, but saw in one of the HTML codes that the program was called Easy Forms and at first thought that was the quick name the programmer gave it, and had not entered the name i had come up with, but no, it was just a 100% rip-off of your program.

-James

**Regards,****James F. Polk****Judgment Investor****Website Broker****phone: (657) 234-2232****email: [jfpolk@gmail.com](mailto:jfpolk@gmail.com)****websites:**[www.SmallClaims.LA](http://www.SmallClaims.LA)[www.Micromatic.Website](http://www.Micromatic.Website)[www.JudgmentInvestors.com](http://www.JudgmentInvestors.com)[www.DocupletionForms.com](http://www.DocupletionForms.com)**Executive Director - The All In Service Network**[www.allinservice.org](http://www.allinservice.org)**Cement Skate Ramps for The All In Service Network**[www.skatethrulife.com](http://www.skatethrulife.com)

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**Customer Support - Baluart.COM** <support@baluart.com>

Sun, Feb 3, 2019 at 5:50 PM

Reply-To: support@baluart.com

To: James Polk &lt;jfpolk@gmail.com&gt;

Hello James,

We don't sell licenses for SaaS, so YOU CAN'T OFFER THIS SERVICE WITHOUT OUR EXPRESS CONSENT.

Also, please consider that Easy Forms is not open source.

Please send me the name and email of your developer and the license to validate it.

Thanks for reporting.

Kind Regards,

Rose Mary

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----- On Sun, 3 Feb 2019 06:05:46 -0500 "James Polk" <jfpolk@gmail.com> wrote -----

[Quoted text hidden]

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**James Polk** <jfpolk@gmail.com>

Sun, Feb 3, 2019 at 6:43 PM

To: support@baluart.com

oh, well then i am sorry. they did use it the wrong way. i will have to try to get the license from him. i am not sure why they did this because there are comparable forms programs like [www.form.io](http://www.form.io) that are open source and usable for SaaS. i'm not exactly sure how to get the license. i sent him some money for a plugin which i assumed was the license. his email is [mainakbattacharya80@yahoo.com](mailto:mainakbattacharya80@yahoo.com). he is in India.

[Quoted text hidden]

[Quoted text hidden]

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**James Polk** <jfpolk@gmail.com>

Sun, Feb 3, 2019 at 6:47 PM

To: support@baluart.com

i contacted IC3 at the FBI and reported it, but then i thought i misread everything and that he HAD purchased the proper license from you, so i wrote them back. i can contact them again, or you can. i am very sorry for this infringement, and will obviously be taking the server down, but i am not sure if you want to see it first. i will give you access to it.

[Quoted text hidden]

[Quoted text hidden]

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**James Polk** <jfpolk@gmail.com>

Sun, Feb 3, 2019 at 7:15 PM

To: support@baluart.com

i just reset my server and all 18 c-panels (i have these tiny project wordpress sites and one was a SaaS) i am working to make a backup. i will re-contact IC3 at the FBI. not sure what they will do, or what you want to do, but i will take the c-panel with the program down once we are through and provide you with a copy if at all possible.

[Quoted text hidden]

[Quoted text hidden]

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**James Polk** <jfpolk@gmail.com>

Mon, Feb 4, 2019 at 4:06 AM

To: support@baluart.com

oh my god. the guy who took your program and put the name i gave him for the program i paid him to create is now mad at me for cussing at him. some people. i will have the server up and just sitting there until the 27th of February and it is canceling at that point. i am in no way selling, he put it up a week and a half ago and i noticed 4 days ago that it said "easy forms" in the HTML code that i embedded, and it only struck me as him not listening to the name i had said i

wanted to call the program i described to him. at 1:15 am i woke up yesterday with the distinct thought that it was somebody else's program. i got up, googled it, saw the mess (beautiful program by the way) and then emailed you. i'm no pirate. i have \$4.05 left and was about to go get a new job anyways in the hopes of beginning to sell people subscriptions to what i thought was my new SAAS, and as such i can't pay to keep the server up any longer than the 27th. i have changed the passwords, and will give you access if you want to see. i am not sure if the FBI will get back to me before then. i will try to make a copy for them, but couldn't figure out how to make a backup last night. i am so glad i caught this before i began selling a pirated program. it is back to the drawing board for me.

i have been a legal document assistant for the last 4 years since graduating from the University of San Diego's Paralegal Program, and i got into using [www.cognitofirms.com](http://www.cognitofirms.com) as a way to put decisions in the hands of my website visitors because as a legal document assistant i cannot give legal advice. i then got into using [www.webmerge.com](http://www.webmerge.com) to fill out contracts and i wanted to make a program that combined conditional logic and data-merge, but in a conditional way to where the program would select different documents based on conditions inside the form program and then merge the specified data into fillable .doc, .pdf and .csv documents. this way people would have the capacity to create a full "expert law system" that would be protected under the first amendment as a dynamic though static encoding of a law process and it would uphold unauthorized practice of law principles because there would be no application of the unaided human intellect to somebody's fact pattern and no subsequent dispensing of a path through the situation, there would only be an interaction by a self-represented litigant with a pre-encoded encoding of a law process into a program which because of it's static nature is the exact same legally as reading a book.

i was going to integrate with docusign, clio, WinForms, ZipForms, and about 20 different document based industry programs, but this is a catastrophe. the guy has been explaining some bullcrap to me about it not being piracy and somehow i knew about easy forms, and how it isn't SAAS. i'm just making him squirm because my Dad's Cousin is a Retired Federal Judge, lol. i don't think IC3 will do anything and i just have to go find a different job.

maybe you might be interested in developing the program i was envisioning.

he is saying to me that it is a membership program and that people use the program and not your forms. total bullcrap.

[Quoted text hidden]

[Quoted text hidden]

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**James Polk** <jfpolk@gmail.com>  
To: Mainak Bhattacharya <mainakbhattacharya80@yahoo.com>

Mon, Feb 4, 2019 at 5:08 AM

the whole email

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**Customer Support - Baluart.COM** <support@baluart.com>  
Reply-To: support@baluart.com  
To: James Polk <jfpolk@gmail.com>

Mon, Feb 4, 2019 at 4:13 PM

Hello James, this is not a false alarm, thanks for reporting.

I see you haven't purchased the item and your developer hasn't transferred the license to you.

Also, I've saw the link you sent us and yes, you are using our application, so as I mentioned earlier, YOU CAN'T SELL THE APP WITHOUT OUR EXPRESS CONSENT.

So please contact your developer and tell him that he should contact us by our support page at CodeCanyon:

<https://codecanyon.net/item/easy-forms-advanced-form-builder-and-manager/14176957/support>

On the other hand, if you are interested in offering Easy Forms as SaaS, you must buy a Regular license at CodeCanyon and contact us via our support page with the user account that bought the app.

We offer customization services and integration services with other tools, as well as permission to sell SaaS. Otherwise, you must uninstall the application from your server, since you would be committing piracy.

Kind Regards,

Rose Mary

----- On Mon, 4 Feb 2019 15:10:36 -0500 "James Polk" <jfpolk@gmail.com> wrote -----

hello,

i was 100% wrong about what my website guy is doing. we have a website where we are running your .php along with multiple other .php scripts as a part of our website and are not selling your .php to anybody. i had what we are doing backwards. my guy read through the license and is using it correctly, the way your license says we can use it on our website. i am sorry for the false alarm.

[Quoted text hidden]

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**James Polk** <jfpolk@gmail.com>  
To: support@baluart.com

Mon, Feb 4, 2019 at 4:23 PM

we must have mixed up the license. we bought a license. it is under a different email. i will iron it out. i will make sure that we get the license properly registered with you. we went through code canyon. i will have my guy contact you.

[Quoted text hidden]

[Quoted text hidden]

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**Customer Support - Baluart.COM** <support@baluart.com>  
Reply-To: support@baluart.com  
To: James Polk <jfpolk@gmail.com>

Mon, Feb 4, 2019 at 4:30 PM

Ok, I'll waiting the info.

Kind Regards,

Rose Mary

----- On Mon, 4 Feb 2019 19:23:57 -0500 "James Polk" <jfpolk@gmail.com> wrote -----

[Quoted text hidden]

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**James Polk** <jfpolk@gmail.com>  
To: support@baluart.com

Mon, Feb 4, 2019 at 4:30 PM

my guy read the license to me that he has and explained that he read out of it that he has the right to have it on a website from his perspective and to edit it to integrate with other .php scripts. if it is a matter of just getting on the same page, i know i just panicked and when he and i finally talked, he was in possession of an actual license and is under the impression that our use should be okay, so i will have him contact you so we can work out the SaaS issue, because we have a set of databases that WE have created and the data produced from the .php script is supposed to be saved in the different databases. he calls it a membership site, i am assuming that is what you mean by SaaS and our needing permission. i assure you that had i contacted him first we would still be contacting you, and working to rectify this and this was his honest interpretation of the license.

**Regards,**

**James F. Polk**

**Judgment Investor**

**Website Broker**

**phone: (657) 234-2232**

**email: [jfpolk@gmail.com](mailto:jfpolk@gmail.com)**

**websites:**

[www.SmallClaims.LA](http://www.SmallClaims.LA)

[www.Micromatic.Website](http://www.Micromatic.Website)

[www.JudgmentInvestors.com](http://www.JudgmentInvestors.com)

[www.DocupletionForms.com](http://www.DocupletionForms.com)

**Executive Director - The All In Service Network**

[www.allinservice.org](http://www.allinservice.org)

**Cement Skate Ramps for The All In Service Network**

[www.skatethrulife.com](http://www.skatethrulife.com)

On Mon, Feb 4, 2019 at 4:13 PM Customer Support - Baluart.COM <[support@baluart.com](mailto:support@baluart.com)> wrote:

[Quoted text hidden]

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**James Polk** <[jfpolk@gmail.com](mailto:jfpolk@gmail.com)>

Mon, Feb 4, 2019 at 4:31 PM

To: [support@baluart.com](mailto:support@baluart.com)

thank you. i really like this guy and after the scare of my life got on the phone with him and he explained his honest interpretation of your license as he read it. we will do what you need us to do to use this script properly.

[Quoted text hidden]

[Quoted text hidden]

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**James Polk** <[jfpolk@gmail.com](mailto:jfpolk@gmail.com)>

Mon, Feb 4, 2019 at 4:44 PM

To: [support@baluart.com](mailto:support@baluart.com)

so you offer permission to sell SaaS? in your first email you said you did not and that really alarmed me. will you please send me your policy on selling SaaS because this is something that scared the hell out of me yesterday when you said that you do not offer permission to sell SaaS and today you are telling me that you do. we purchased a license from codecanyon to use your .php script on our website. that is all we are doing. we are not giving anybody their own copy of the code. it is organic to our website and being integrated with other .php scripts too. the license says we have the right to modify the script. we have our first amendment rights and your "rights" after we begin to modify script are not infinitely progressive. i need you to know that you saying that there was no SaaS potentiality yesterday and then today saying there IS is a really big problem. you caused me to almost have a heart attack. please send me your policy. i just did a double take at your bottom of your last email. who are you to sell us script that we can modify, tell us there is no SaaS, and then tell me there is SaaS?

**Regards,**

**James F. Polk**

**Judgment Investor**

**Website Broker**

**phone: (657) 234-2232**

**email: [jfpolk@gmail.com](mailto:jfpolk@gmail.com)**

**websites:**

[www.SmallClaims.LA](http://www.SmallClaims.LA)

[www.Micromatic.Website](http://www.Micromatic.Website)

[www.JudgmentInvestors.com](http://www.JudgmentInvestors.com)

[www.DocupletionForms.com](http://www.DocupletionForms.com)

**Executive Director - The All In Service Network**

[www.allinservice.org](http://www.allinservice.org)

**Cement Skate Ramps for The All In Service Network**

[www.skatethrulife.com](http://www.skatethrulife.com)

On Mon, Feb 4, 2019 at 4:13 PM Customer Support - Baluart.COM <[support@baluart.com](mailto:support@baluart.com)> wrote:

[Quoted text hidden]

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**James Polk** <[jfpolk@gmail.com](mailto:jfpolk@gmail.com)>  
To: [support@baluart.com](mailto:support@baluart.com)

Mon, Feb 4, 2019 at 5:13 PM

we are simply not selling your product. we are selling access to our website and it is not done and it is going to be an integration of multiple .php scripts with modifications and we have made our own databases for the data that the website produces. it scared the bejesus out of me when you said that there was no potentiality for SaaS and caused a HUGE argument with my programmer. do you or don't you have some form of license for us to modify the script and combine it with other scripts and then give access to different members? it is not any second iteration of the script and nobody is downloading the script. i am confused by your email as fully as i was confused as to what i thought my programmer was doing and want to work this out.

[Quoted text hidden]

[Quoted text hidden]

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**Customer Support - Baluart.COM** <[support@baluart.com](mailto:support@baluart.com)>  
Reply-To: [support@baluart.com](mailto:support@baluart.com)  
To: James Polk <[jfpolk@gmail.com](mailto:jfpolk@gmail.com)>

Mon, Feb 4, 2019 at 5:36 PM

Hello James,

I see you are selling our product as SaaS and you can't do that.

It doesn't matter if you have customized the script, you simply can't sell it as all or part of an end-product (as SaaS).

If you want to sell our software as part of your product, you must buy two things:

1. A Regular license at CodeCanyon
2. Our express consent to sell it as SaaS

Please don't forget to send us the license key to validate your purchase. This is very important.

Kind Regards,

Rose Mary

----- On Mon, 4 Feb 2019 20:13:54 -0500 "James Polk" <[jfpolk@gmail.com](mailto:jfpolk@gmail.com)> wrote -----

[Quoted text hidden]

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**James Polk** <[jfpolk@gmail.com](mailto:jfpolk@gmail.com)>  
To: [support@baluart.com](mailto:support@baluart.com)

Mon, Feb 4, 2019 at 5:39 PM

okay. my programmer has the license. how do i go about getting express consent for SaaS? do we pay you a percentage of our subscription fee? i am not sure that we are selling your program though. there is only one copy of the code. this is how my programmer has explained it to me, but i am more than happy to just make a deal with you about profit sharing and just call it SaaS sales like it seems on it's surface. I like what he says, but I think you will see it as SaaS no matter what. what exactly are the steps to making a SaaS deal with you?

[Quoted text hidden]

[Quoted text hidden]

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**Customer Support - Baluart.COM** <support@baluart.com>

Mon, Feb 4, 2019 at 5:53 PM

Reply-To: support@baluart.com

To: James Polk <jfpolk@gmail.com>

James, you need to send me the license key to validate it, because so far I don't know how you have acquired our product.

<http://support.byonepress.com/where-can-i-find-a-license-key-after-a-purchahse-on-codecanyon-to-activate-the-plugin/>

Kind Regards,

Rose Mary

----- On Mon, 4 Feb 2019 20:39:01 -0500 "James Polk" <jfpolk@gmail.com> wrote -----

[Quoted text hidden]

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**James Polk** <jfpolk@gmail.com>

Mon, Feb 4, 2019 at 5:58 PM

To: support@baluart.com

will do. my guy has one. i do not have it yet. we did not steal it. can you send me a copy of the license agreement and any documentation on SaaS express agreements. i cannot get in touch with him until the AM. that is why i get up at 2AM, to talk with him.

[Quoted text hidden]

[Quoted text hidden]

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**James Polk** <jfpolk@gmail.com>

Mon, Feb 4, 2019 at 6:00 PM

To: support@baluart.com

i sent my programmer a message. he will send me the key when he gets the message.

[Quoted text hidden]

[Quoted text hidden]

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**Customer Support - Baluart.COM** <support@baluart.com>

Mon, Feb 4, 2019 at 7:17 PM

Reply-To: support@baluart.com

To: James Polk <jfpolk@gmail.com>

I believe you, but please send me the license key to validate it and continue talking.

Kind Regards,

Rose Mary

----- On Mon, 4 Feb 2019 21:00:39 -0500 "James Polk" <jfpolk@gmail.com> wrote -----

[Quoted text hidden]

**James Polk** <jfpolk@gmail.com>  
To: support@baluart.com

Tue, Feb 5, 2019 at 2:47 AM

okay. i will send it once my guys send it to me.

[Quoted text hidden]

[Quoted text hidden]

---

**Customer Support - Baluart.COM** <support@baluart.com>  
Reply-To: support@baluart.com  
To: James Polk <jfpolk@gmail.com>

Wed, Feb 6, 2019 at 8:00 AM

Hello James,

Just to let you know that we are waiting the information.

Kind Regards,

Rose Mary

----- On Tue, 5 Feb 2019 05:47:05 -0500 "James Polk" <jfpolk@gmail.com> wrote -----

[Quoted text hidden]

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**James Polk** <jfpolk@gmail.com>  
To: support@baluart.com

Wed, Feb 6, 2019 at 6:15 PM

right, so am i. my guys bought a license from you. we have it. i spoke with my lawyer and we have the right to use the script on our site. we charge people for databases on our site. i would just like to come to an agreement with you though about whether you will expressly agree not to attempt to stop us from doing what we intend to do. we are not selling your .php script. i would have the license key to you if i had it. please tell me you are willing to work with me on a saas type of agreement because this is an honest interpretation of your license through codecanyon. isn't there any way you can tell me what type of agreement you are willing to make. i am sitting here in California completely unable to sleep, just waiting on my Indian software guys to produce the license key and at the same time in this situation where you are stonewalling me about whether you are actually willing to give us express permission and under what terms. i mean, what is .php script sold for anyways? to use on websites correct? your script is only one script we have the license to use and modify and we are not distributing the code at all. can you please just talk with me about what type of arrangement you are willing to make? my lawyer says to make no arrangement at all, and that my initial email to you about "open source" caused you to skip over initially saying that a SaaS situation was even at all possible, and that my subsequent communications with my guys in India scared them so badly that they are now stalling, but that they have the license key. will you please just let me know what type of agreement you are willing to make because i am going to have to show it to my guys because i fear they fear loosing their right to use code canyon. i am not their only customer and they do not feel they are doing anything wrong and their livelihoods are at risk and it is because i did not understand what a .php script was and contacted you the way i did. i would have contacted you before we started if i had known what type of script they were going to buy and how they viewed the script and our website and selling databases and memberships to the site and not the code itself.

basically i am asking you to start talking with me now as if i have already given you the license key because i am stuck and i know it exists and my guys have not given it to me yet. i want to get this situation unstuck and i think we need to move forward so i can talk with my guys and get the license key from them.

thanks.

[Quoted text hidden]

[Quoted text hidden]

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**Customer Support - Baluart.COM** <support@baluart.com>  
Reply-To: support@baluart.com  
To: jfpolk@gmail.com

Wed, Feb 6, 2019 at 8:21 PM



James, it looks like you haven't a license to install and use the application, because the developer hasn't transferred the license to you.

So if you want to use the script, you need to purchase an envato's regular license on codecanyon.

After that, we can talk about the needs of your end product. We offer customization services, but only to our current clients.

Kind Regards,

Rose Mary

---

**James Polk** <jfpolk@gmail.com>  
To: support@baluart.com

Thu, Feb 7, 2019 at 6:58 AM

Oh Rose Mary, thank you so much. That is what I needed to hear. They said they have the right to transfer the license to me and that is what they intended to do once we were done with this Beta Testing period. I will get the license key from them soon. I will forward this last message to them and they will send me the license key. I have a day job, so I will write you back hopefully with the license key after 6PM California time. I can also buy another license if they are too scared to show you who they are. I want to prove to you that they had the license from Envato and you this whole time though. I am sure they will send it though. Thank you so much for your response. I just woke up and have to be at work in an hour.

**Regards,**

**James F. Polk**

**Judgment Investor**

**Website Broker**

**phone: (657) 234-2232**

**email: [jfpolk@gmail.com](mailto:jfpolk@gmail.com)**

**websites:**

[www.SmallClaims.LA](http://www.SmallClaims.LA)

[www.Micromatic.Website](http://www.Micromatic.Website)

[www.JudgmentInvestors.com](http://www.JudgmentInvestors.com)

[www.DocupletionForms.com](http://www.DocupletionForms.com)

**Executive Director - The All In Service Network**

[www.allinservice.org](http://www.allinservice.org)

**Cement Skate Ramps for The All In Service Network**

[www.skatethrulife.com](http://www.skatethrulife.com)

[Quoted text hidden]

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**Customer Support - Baluart.COM** <support@baluart.com>  
Reply-To: support@baluart.com  
To: James Polk <jfpolk@gmail.com>

Sat, Feb 9, 2019 at 8:45 AM

Hello James,

We are awaiting the information to clarify this issue.

Kind Regards,

Rose Mary

----- On Thu, 7 Feb 2019 09:58:20 -0500 "James Polk" <jfpolk@gmail.com> wrote -----

[Quoted text hidden]

---

**James Polk** <jfpolk@gmail.com>  
To: support@baluart.com

Sat, Feb 9, 2019 at 8:54 AM

oh. my guy said he was talking with you and was going to send over the email. maybe he meant envato. he is transferring the license to me. he sent me an email saying he was transferring it yesterday. i am waiting for his communication.

[Quoted text hidden]

[Quoted text hidden]

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**Customer Support - Baluart.COM** <support@baluart.com>  
Reply-To: support@baluart.com  
To: James Polk <jfpolk@gmail.com>

Sat, Feb 9, 2019 at 9:09 AM

No, we haven't received any communication about you.

Can you let me know the username of his account on CodeCanyon?

Kind Regards,

Rose Mary

----- On Sat, 9 Feb 2019 11:54:21 -0500 "James Polk" <jfpolk@gmail.com> wrote -----

[Quoted text hidden]

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**James Polk** <jfpolk@gmail.com>  
To: support@baluart.com

Sat, Feb 9, 2019 at 9:20 AM

look. right now. just wait. he is not doing anything wrong. i did not understand what he was doing. he has the license. there is no piracy whatsoever. who are you anyways. do you own easy forms or do you work for them? i'm not a fan of your saying to me that SaaS was not a possibility with easy forms and causing this problem when SaaS is 100% a possibility with your license through envato for the use of the .php script. we HAVE the license. the fact that you can't just wait is beyond me. developers like my guy buy licenses every day, modify the scripts, integrate them with other scripts and then transfer the licenses to the entrepreneurs! the fact that YOU have been in this business for however long and this is my first go at a SaaS means that YOU should know this. I did not know this, but now DO. i will forward the proof of the license to you when it is sent to me, but it is NOT piracy. plain and simple.

[Quoted text hidden]

[Quoted text hidden]

---

**Customer Support - Baluart.COM** <support@baluart.com>  
Reply-To: support@baluart.com  
To: James Polk <jfpolk@gmail.com>

Sat, Feb 9, 2019 at 9:56 AM

James, I've already told you that you can't sell SaaS without our express consent, If you insist on this, we will have to reporting you.

Also, as you haven't a valid Regular License right now you should remove the app of your server right now, because any developer/agency has transferred the license to you.

Take into consideration that to transfer the license to you, the Enavto's user who has purchased the license should contact us and tell us he wants to transfer the license to you, he must provide us your complete name and your user account in CodeCanyon (SmallClaimsLA777).

After that, you can install and use the app, but according to the Regular license he has purchased. In other words, you can't sell SaaS with a Regular license:

**7. You can't Sell the End Product, except to one client. (If you or your client want to Sell the End Product, you will need the Extended License.)**

Source: <https://codecanyon.net/licenses/terms/regular>

**However, we don't sell extended licenses.**

And as you are the client that has purchased an End Product, the first sale has already occurred, so you can't sell the application to anyone. The only thing you can do is allow its FREE use.

And, what is free?

**Free:** No fee is paid by the end user to access the End Product. The End Product is not sold. **No fee is paid to subscribe to a service that includes the End Product (eg a website subscription fee).**

So, you are under the obligation to provide us with the information of who has transferred the license to you.

Kind Regards,

Rose Mary

----- On Sat, 9 Feb 2019 12:20:40 -0500 "James Polk" <jfpolk@gmail.com> wrote -----  
[Quoted text hidden]

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James Polk <jfpolk@gmail.com>  
To: support@baluart.com

Sat, Feb 9, 2019 at 10:07 AM

your OPINION on the issue is not at issue. you say i do not have the right to allow people to access my one copy of the script on my server, bu the LAW says otherwise. your view on the interpretation of the license is not unfettered power. my guys are slow at finishing transferring the license with Envato, they bought the \$29 dollar license. they asked me for \$29 a month or so back for a "plugin" i did not know it was this license. you have no say over my ability to sell subscriptions to a website. we are not SELLING your script to anybody. nobody is downloading your script. there is a reasonable time period for a developer to finish modifying one of your .php scripts and finish integrating it with other .php scripts for a client before transferring the license. our website is up, but the payment gateways are not in. we have ZERO subscribers. the license was slated to be transferred before the payment gateways went live. i did not know about the license period and thought it was a work for hire, but you on the other hand said nothing other than there was ZERO possibility for SaaS which caused a HUGE argument between me and my programmers. because of that HUGE argument they are being slow to finish the transfer. i will send you the license key as soon as they finish transferring it.

[Quoted text hidden]

[Quoted text hidden]

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James Polk <jfpolk@gmail.com>  
To: support@baluart.com

Sat, Feb 9, 2019 at 10:08 AM

3/30/2019

Gmail - hello, i apologize in advance. i was sold a program which was a pirate of yours.

we are charging for the databases storage we created. you are not on the winning side of this legal issue and are being very obtuse.

[Quoted text hidden]

[Quoted text hidden]

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**James Polk** <jfpolk@gmail.com>  
To: support@baluart.com

Sat, Feb 9, 2019 at 10:15 AM

if you continue to harass me once i have the final license transfer we will be going to federal court. there are no two ways about it. you are overreaching your legal rights.

[Quoted text hidden]

[Quoted text hidden]

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**Customer Support - Baluart.COM** <support@baluart.com>  
Reply-To: support@baluart.com  
To: James Polk <jfpolk@gmail.com>

Sat, Feb 9, 2019 at 10:16 AM

OPINION???

What opinion?

Please read the license terms:

-> Definitions:

**End Product** See clause 3 of this license.

**Free** No fee is paid by the end user to access the End Product. The End Product is not sold. **No fee is paid to subscribe to a service that includes the End Product (eg a website subscription fee).**

**Sell or Sold** Sell, license, sub-license or distribute for any type of fee or charge.

<https://codecanyon.net/licenses/terms/regular>

Kind Regards,

Rose Mary

----- On Sat, 9 Feb 2019 13:08:09 -0500 "**James Polk**"<jfpolk@gmail.com> wrote -----

[Quoted text hidden]

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**James Polk** <jfpolk@gmail.com>  
To: support@baluart.com

Sat, Feb 9, 2019 at 10:18 AM

like i said. we sell storage of databases. your script is still free.

[Quoted text hidden]

[Quoted text hidden]

---

**James Polk** <jfpolk@gmail.com>

Sat, Feb 9, 2019 at 10:21 AM

To: support@baluart.com

you are obviously not your companie's lawyer.

[Quoted text hidden]

[Quoted text hidden]

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**Customer Support - Baluart.COM** <support@baluart.com>

Sat, Feb 9, 2019 at 10:21 AM

Reply-To: support@baluart.com

To: James Polk <jfpolk@gmail.com>

James,

**No fee is paid to subscribe to a service that includes the End Product (eg a website subscription fee).**

And your website includes the End Product (our application).

James, I am informing you of what you can do with the regular license that the developer may have purchased.

This will be recorded for when we go to court, don't say that you weren't informed.

Kind Regards,

Rose Mary

----- On Sat, 9 Feb 2019 13:18:16 -0500 "James Polk" <jfpolk@gmail.com> wrote -----

[Quoted text hidden]

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**James Polk** <jfpolk@gmail.com>

Sat, Feb 9, 2019 at 10:29 AM

To: support@baluart.com

you have no right to say that i have need for anything other than the extended license. you assume that all we have is the regular license. the extended license is all that we need.

"

You are licensed to use the Item to create one single End Product for yourself or for one client (a "single application"), and the End Product may be Sold.

you are a real jerk for going down this 30 message conversation with me without even mentioning the extended license.

<https://codecanyon.net/licenses/terms/extended>

[Quoted text hidden]

[Quoted text hidden]

---

**James Polk** <jfpolk@gmail.com>

Sat, Feb 9, 2019 at 10:29 AM

To: support@baluart.com

[Quoted text hidden]

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**James Polk** <jfpolk@gmail.com>

Sat, Feb 9, 2019 at 10:30 AM

To: support@baluart.com

the development stage does not require the extended license, only the regular license and you do not have the right to not allow me to now upgrade to the extended license. <https://codecanyon.net/licenses/terms/extended>

**Regards,**

**James F. Polk**

**Judgment Investor**

**Website Broker**

**phone: (657) 234-2232**

**email: [jfpolk@gmail.com](mailto:jfpolk@gmail.com)**

**websites:**

[www.SmallClaims.LA](http://www.SmallClaims.LA)

[www.Micromatic.Website](http://www.Micromatic.Website)

[www.JudgmentInvestors.com](http://www.JudgmentInvestors.com)

[www.DocupletionForms.com](http://www.DocupletionForms.com)

**Executive Director - The All In Service Network**

[www.allinservice.org](http://www.allinservice.org)

**Cement Skate Ramps for The All In Service Network**

[www.skatethrulife.com](http://www.skatethrulife.com)

On Sat, Feb 9, 2019 at 10:29 AM James Polk <[jfpolk@gmail.com](mailto:jfpolk@gmail.com)> wrote:

[Quoted text hidden]

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**James Polk** <[jfpolk@gmail.com](mailto:jfpolk@gmail.com)>

Sat, Feb 9, 2019 at 10:43 AM

To: [support@baluart.com](mailto:support@baluart.com)

this whole thing started because your first response said their was no SaaS potentiality, and then a later email from you said that you DO make SaaS agreements. i am interpreting you to mean that you only agree to the regular Envato License and not the Extended License without express agreement. what does it take to obtain the extended license from you?

[Quoted text hidden]

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**Customer Support - Baluart.COM** <[support@baluart.com](mailto:support@baluart.com)>

Sat, Feb 9, 2019 at 11:03 AM

Reply-To: [support@baluart.com](mailto:support@baluart.com)

To: James Polk <[jfpolk@gmail.com](mailto:jfpolk@gmail.com)>

Hello James,

To keep everything clear:

1. We only sell Easy Forms' licenses on CodeCanyon (exclusively). Licenses purchased on other sites are not valid licenses.
2. We only sell regular licenses, not extended licenses. Mainly because we don't want them to use our application in end-products that can be sold as SaaS or resale of source code.
3. The only way our customers can integrate Easy Forms into a product to be sold as SaaS is by EXPRESS CONSENT.
4. In order for us to negotiate the express consent to sell Easy Forms as SaaS, you must first obtain a regular license on CodeCanyon (or by transfer from your developer/agency). Then contact us, to talk about the requirements, features and cost.

3/30/2019

Gmail - hello, i apologize in advance. i was sold a program which was a pirate of yours.

But you must be clear that the regular license does not entitle you to integrate our app into an end-product that is going to be sold as SaaS and also you should take into consideration that we don't sell extended licenses.

If you have any questions, let us know. We have a team of lawyers who can answer any questions.

Kind Regards,

Rose Mary

----- On Sat, 9 Feb 2019 13:43:03 -0500 "James Polk" <jfpolk@gmail.com> wrote -----  
[Quoted text hidden]

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**Customer Support - Baluart.COM** <support@baluart.com>  
Reply-To: support@baluart.com  
To: James Polk <jfpolk@gmail.com>

Sat, Feb 9, 2019 at 11:07 AM

And answering your question:

**what does it take to obtain the extended license from you?**

For no reason we offer extended licenses, since these licenses are very extensive.

What we offer is a private agreement in which you can integrate Easy Forms into an end product that will be sold as SaaS.

Kind Regards,

Rose Mary

----- On Sat, 9 Feb 2019 14:03:38 -0500 "Customer Support - Baluart.COM" <support@baluart.com> wrote --  
--  
[Quoted text hidden]

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**James Polk** <jfpolk@gmail.com>  
To: support@baluart.com

Sat, Feb 9, 2019 at 2:03 PM

envato's license terms have a severability issue and their license and your interpretation of the enforceability of the regular license to mean that i cannot sell subscriptions are erroneous. the rest of the license is enforceable other than the part that is not enforceable by law. you have not properly analyzed the first amendment. there is no way to say what we create is still what you initially created. there is also no way for you to control who we let onto our website. i will not be dealing with you along the imaginary crayon terms of the universe of law as you imagine it. i doubt highly that you have a team of lawyers. i will definitely decline to speak with any of them though. i say good day. - James Polk

[Quoted text hidden]

---

**James Polk** <jfpolk@gmail.com>  
To: support@baluart.com

Sat, Feb 9, 2019 at 2:21 PM

you know, as a professional courtesy you should have written what you wrote to me in your last two emails in your first two email not 42 emails later! i am beside myself and can't imagine what type of logical person you are to say what you just said to me 42 emails into a discussion of this nature. i said i would like to negotiate with you and i am in the hot seat and you withhold information about your business policy of this nature this long. i'm riled up, i am unwilling to use you for any further integration, i have an integrator, i plan on selling my subscriptions for \$10-\$20 monthly. there is nothing

further that you or i have to do other than to come to an agreement on an extended license. what do you want other than a percentage of the subscription amount and how much do you want is ALL i am asking you?

that is all i have asked you this entire time. throw some number out there. be a human and not a cyborg. it would have been normal human discourse for you to have written what you just wrote me about 40 emails earlier.

[Quoted text hidden]

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**Customer Support - Baluart.COM** <support@baluart.com>

Sat, Feb 9, 2019 at 3:35 PM

Reply-To: support@baluart.com

To: James Polk <jfpolk@gmail.com>

James, we can't negotiate with a person who hasn't a valid license to use our software. This is very important, since we can't endorse piracy.

If you can't send me your license key, please proceed to remove the application of your server.

Kind Regards,

Rose Mary

----- On Sat, 9 Feb 2019 17:21:48 -0500 "James Polk" <jfpolk@gmail.com> wrote -----

[Quoted text hidden]

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**James Polk** <jfpolk@gmail.com>

Sat, Feb 9, 2019 at 3:51 PM

To: support@baluart.com

i can once my guys send it to me. what it is is that you initially said nothing about even being willing to negotiate. my guy says that he is in email contact with either you or envato about transferring the license. i therefore have a license. i will not remove my work in progress. there is zero piracy. i also will not pay you to integrate any elements into the script. we have the right to modify and integrate. the only 2 options are 1. you want a one time extended license fee or 2. a percentage of the subscription. you talking with me would not be an endorsement of piracy. i have found a different .php form builder author who has an automatic option for the extended license on envato and will almost invariably be switching to them because i have paid \$3500 to my guys and that is all it will cost to do our project with the other authors. they are [https://codecanyon.net/item/ez-form-calculator-php/9024041?s\\_rank=2](https://codecanyon.net/item/ez-form-calculator-php/9024041?s_rank=2) if you think i am bluffing. so \$3500 is the max i would ever pay you to just be given an extended license in a one time payment. a monthly portion of our subscription is negotiable. the thing is that you saying that i have to take my work down because i have yet to receive the transferred license is a violation of the license as is. the license does not have to be transferred until the end of the work. we were about to enter beta testing. i will be sending you the license once my guys deliver it to me. not before then. do you get that you attempting to force me to take my work down because of the lack of having finished transferring the license is a violation of the license? there is a next to 0% chance that i will accept whatever terms you are willing to accept out of general principle because of the way you have handled my communications with you and a next to 100% chance that i will also be suing you for attempting to force me to take my work down prior to the license transfer. i will send you the license when we are done modifying and integrating, and then i will see what terms you want. this was my very first request to you about 40 emails ago though. i asked you for a negotiation of terms. this is not how to handle people who come to you in a spirit of honesty with an issue like this. you will be made an example of. nothing will be libelous. 100% of what i need to show your opportunistic greed and pig headed approach was written by you and you only.

[Quoted text hidden]

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**James Polk** <jfpolk@gmail.com>

Sat, Feb 9, 2019 at 5:49 PM

To: support@baluart.com

i have had the license "ab initio" that means from the very first moment that my developer purchased the license. how dare you say my program is a piracy. when i deliver the transferred license to you, i am sure you are NOT going to give me "express consent" because of this email series, but it is you giving me the 3rd degree like i have no license when i do in fact have one via my developer that just sours me towards you. had i been aware of the regular license v. extended license issue, i would have picked one of your competitors like Super Forms because of their automatic option for an extended license. it's just not me lacking a license. it's an insult from you for you to try to force me to take down the



website claiming that it is piracy. it is reasonable for a developer to take a certain amount of time to transfer the license to their client. whether you do or you don't end up giving me "express consent" to do the SaaS project i have setup, i don't want to do business with you after being accused of piracy. it's just so strange to contact you about this, learn about the issue of you having the company policy of granting or not granting "express consent" and you not be willing to talk with me about what "express consent" even means because you have the obtuse idea that we somehow do not have any license at all. i will show you the license when i have the code in my possession. i just find it really strange that you didn't say to me right away that you can make an "express agreement" for an "extended license" for SaaS. there is zero possibility that i am going to pay you to do any work. the only thing i am open to is making an agreement with you for the right to do SaaS. look at these guys, Super Forms has an extended license allowing a developer to modify and integrate the .php script for a client and to allow for as many end users as the client can drum up for the one time "extended license" fee of \$255 [https://codecanyon.net/item/super-forms-drag-drop-form-builder/13979866?s\\_rank=5](https://codecanyon.net/item/super-forms-drag-drop-form-builder/13979866?s_rank=5) ! you are just so lacking in any courtesy that it is beyond belief. I got in such a bad heated argument with my programmer because of the way you failed to even entertain the possibility that i have a valid license and failed to mention right away that you will in fact discuss an express agreement to an extended license for SaaS that i never want to speak to you again as long as i live. your .php script is far inferior than your competitors to boot. had i known there were 5 other solid comparable and better .php scripts i would never have purchased the license through envato from you, especially without an extended license. if you don't give us an option for an extended license and the express consent to do the SaaS project we intended to do we are definitely lodging a complaint with envato and are probably suing as well.

[Quoted text hidden]

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**Customer Support - Baluart.COM** <support@baluart.com>

Sat, Feb 9, 2019 at 6:18 PM

Reply-To: support@baluart.com

To: James Polk <jfpolk@gmail.com>

Hello James,

Our App is the best of the market, it's a great app to manage web forms, and I see this discussion is taking us no where.

Since the developer/agency is the one that is generating this discussion for his delay, I suggest purchasing a new license on CodeCanyon with your owns Envato's user account (SmallClaimsLA777), then we can go to the next step and start talking about your SaaS requirements.

And then, if you don't feel satisfy with our offer, we'll be able to offer a refund of your new purchase on CodeCanyon.

Sadly, we can't offer a refund about the purchase made by the developer/agency, because the license terms were/are very clear.

Kind Regards,

Rose Mary

----- On Sat, 9 Feb 2019 20:49:14 -0500 "James Polk" <jfpolk@gmail.com> wrote -----

[Quoted text hidden]

---

**James Polk** <jfpolk@gmail.com>

Sun, Feb 10, 2019 at 4:10 AM

To: support@baluart.com

well, they said you and they and/or they and envato are in the middle of transferring the license. i will send you the key once i have it from envato. i just sent my guy a message. i will probably have another response from them when i get off of work at 9pm. i would buy a license if i had the money. i am down to \$1.37 in my checking. i just started my new job a week ago. i should have the transferred license shortly. thank you.

[Quoted text hidden]

---

**Customer Support - Baluart.COM** <support@baluart.com>

Sun, Feb 10, 2019 at 6:01 AM

Reply-To: support@baluart.com

To: James Polk <jfpolk@gmail.com>

No problem.

If the license is going to be transferred to you, please tell the developer to provide us this information:

**I've transferred my license to James Polk - [jfpolk@gmail.com](mailto:jfpolk@gmail.com)**

This is the only one we need to validate the transfer.

Also, he need to send you the license certificate and purchase code (PDF and TXT), this will help us to validate the license in the future.

And send you a link to the license terms and delete the item from his own systems.

<https://codecanyon.net/licenses/faq#license-transferable-a>

Kind Regards,

Rose Mary

----- On Sun, 10 Feb 2019 07:10:09 -0500 "James Polk" <[jfpolk@gmail.com](mailto:jfpolk@gmail.com)> wrote -----  
[Quoted text hidden]

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**Customer Support - Baluart.COM** <[support@baluart.com](mailto:support@baluart.com)>

Tue, Feb 12, 2019 at 8:03 PM

Reply-To: [support@baluart.com](mailto:support@baluart.com)

To: James Polk <[jfpolk@gmail.com](mailto:jfpolk@gmail.com)>

Hello James, we have received a client's question from India about the license transfer.

Can I ask by your name to confirm if the transference is for you?

Kind Regards,

Rose Mary

----- On Sun, 10 Feb 2019 09:01:55 -0500 "Customer Support - Baluart.COM" <[support@baluart.com](mailto:support@baluart.com)> wrote -----  
[Quoted text hidden]

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**James Polk** <[jfpolk@gmail.com](mailto:jfpolk@gmail.com)>

Wed, Feb 13, 2019 at 7:48 AM

To: [support@baluart.com](mailto:support@baluart.com)

James Frederick Polk.

[Quoted text hidden]

---

**James Polk** <[jfpolk@gmail.com](mailto:jfpolk@gmail.com)>

Wed, Feb 13, 2019 at 7:52 AM

To: [support@baluart.com](mailto:support@baluart.com)

so what are your terms for a parallel to the envato extended license so that multiple end users can use my one end product and pay me to do so?

- James Frederick Polk

[Quoted text hidden]

**Customer Support - Baluart.COM** <support@baluart.com>  
Reply-To: support@baluart.com  
To: James Polk <jfpolk@gmail.com>

Wed, Feb 13, 2019 at 7:58 AM

Thanks James!

**I just sent the email to our customer to tell us if he has transferred his license to you?**

If we don't receive the confirmation until tomorrow, I will send you the information about our customer so you can confirm us if he is your developer.

However, we need he confirm the transfer, he must indicate us that. Because, until the moment, you don't have any license, right? Or do you have the license certificate?

Kind Regards,

Rose Mary

----- On Wed, 13 Feb 2019 10:52:03 -0500 "James Polk" <jfpolk@gmail.com> wrote -----  
[Quoted text hidden]

**James Polk** <jfpolk@gmail.com>  
To: support@baluart.com

Wed, Feb 13, 2019 at 8:14 AM

that is my license. the one being transferred.  
[Quoted text hidden]

**Customer Support - Baluart.COM** <support@baluart.com>  
Reply-To: support@baluart.com  
To: James Polk <jfpolk@gmail.com>

Wed, Feb 13, 2019 at 8:21 AM

James, you should ask your developer to send you the license certificate. They are just a couple of files that the developer must download from his CodeCanyon account.

<https://help.market.envato.com/hc/en-us/articles/202822600-Where-Is-My-Purchase-Code->

If he has not sent you the license certificate, then he has not transferred the license to you.

You must claim for these documents.

Check the example certificate and let me know if you have a similar PDF file.

Kind Regards,

Rose Mary

----- On Wed, 13 Feb 2019 11:14:42 -0500 "James Polk" <jfpolk@gmail.com> wrote -----  
[Quoted text hidden]

**James Polk** <jfpolk@gmail.com>  
To: support@baluart.com

Thu, Feb 14, 2019 at 11:35 AM

3/30/2019

Gmail - hello, i apologize in advance. i was sold a program which was a pirate of yours.

hi, have you received the license transfer? i would like to start hashing out a deal about an extended license asap so i can begin selling subscriptions. - James Polk

[Quoted text hidden]

---

**Customer Support - Baluart.COM** <support@baluart.com>  
Reply-To: support@baluart.com  
To: James Polk <jfpolk@gmail.com>

Thu, Feb 14, 2019 at 1:33 PM

No, we haven't received any answer.

Please let me know, if your developer's name is Indradhusan Roy.

Kind Regards,

Rose Mary

----- On Thu, 14 Feb 2019 14:35:11 -0500 "James Polk" <jfpolk@gmail.com> wrote -----

[Quoted text hidden]

---

**James Polk** <jfpolk@gmail.com>  
To: support@baluart.com

Thu, Feb 14, 2019 at 9:57 PM

yes, that is one of the group of programmer's names. - james polk

[Quoted text hidden]

---


**James Polk** <jfpolk@gmail.com>  
To: support@baluart.com

Thu, Feb 14, 2019 at 10:01 PM

yes, december 18, 2018 i paid roy \$35 USD via transferwise which amounts to transferring just over \$29 for them to purchase the "plugin" as they called it. this is how the confusion happened. i thought it was a wordpress plugin for the website, had i known that it was a full .php script for the website i would have looked at it, and would have contacted you prior to purchasing it to talk about the license issue and would have worked out a deal for my making it available to multiple end-users for a subscription payment. attached it the transfer screenshot. - james polk

[Quoted text hidden]

---

 **roy transfer.JPG**  
18K

---

**Customer Support - Baluart.COM** <support@baluart.com>  
Reply-To: support@baluart.com  
To: James Polk <jfpolk@gmail.com>

Fri, Feb 15, 2019 at 7:14 AM

Thanks Paul, that's what we needed to confirm that you are the client to whom Indra transferred the license.

Kind Regards,

Rose Mary

----- On Fri, 15 Feb 2019 01:01:35 -0500 "James Polk" <jfpolk@gmail.com> wrote -----

[Quoted text hidden]

**Customer Support - Baluart.COM** <support@baluart.com>

Fri, Feb 15, 2019 at 8:05 AM

Reply-To: support@baluart.com

To: James Polk &lt;jfpolk@gmail.com&gt;

Hello Paul,

About your sell subscriptions questions:

We don't sell extended licenses, so we can not offer one.

Instead, what we offer is EXPRESS CONSENT, so you can use our application in a final product to be sold as SaaS. For this we request two things:

1. A small fee of your sales: 10%
2. We must be your engineering and support team about things related to the application

Kind Regards,

Rose Mary

----- On Fri, 15 Feb 2019 10:14:05 -0500 "Customer Support - Baluart.COM" <support@baluart.com> wrote -

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[Quoted text hidden]

---

**James Polk** <jfpolk@gmail.com>

Fri, Feb 15, 2019 at 8:40 AM

To: support@baluart.com

no. we will be switching to super forms.

[Quoted text hidden]

---

**James Polk** <jfpolk@gmail.com>

Fri, Feb 15, 2019 at 8:57 AM

To: support@baluart.com

definitely thank you for wasting 10 whole days out of my life to tell me what you just told me.

[Quoted text hidden]

---

**Customer Support - Baluart.COM** <support@baluart.com>

Fri, Feb 15, 2019 at 9:01 AM

Reply-To: support@baluart.com

To: James Polk &lt;jfpolk@gmail.com&gt;

No problem, but please respect the license agreement, don't sell our app as saas and remove it as soon as possible from your website.

Kind Regards,

Rose Mary

----- On Fri, 15 Feb 2019 11:57:32 -0500 "James Polk" <jfpolk@gmail.com> wrote -----

[Quoted text hidden]

---

**James Polk** <jfpolk@gmail.com>

Sat, Feb 16, 2019 at 10:14 AM

To: support@baluart.com

Hello,

we will enter the 10% express agreement coupled with the engineering and support agreement to use baluart. will you please send me the written agreement? i also will not be the future contact person for the project. a new project manager is going to be taking over and we are going to do one name change, and will only have one copy of the program online. please do not worry about us having two copies and please do not worry about any further irritable communications from me. i have another project manager who will be your contact person.

-James Polk  
Trustee, Centinel Trust.  
[Quoted text hidden]

---

**Customer Support - Baluart.COM** <support@baluart.com>  
Reply-To: support@baluart.com  
To: James Polk <jfpolk@gmail.com>

Sat, Feb 16, 2019 at 3:01 PM

No problem James, past is past, that was a misunderstanding. We will happy to work with you and your team.

This is a generic sample of the agreement, but we are omitting some key points, like the sales terms and development costs. For this we need to talk about your plans of the end product.

-----

## Licensing Terms

This license is a legal agreement between you and Baluart E.I.R.L. for the use of Easy Forms Software (the "Software"). By downloading any Easy Forms files, add-ons, or resources, you agree to be bound by the terms and conditions of this license. Baluart E.I.R.L. reserves the right to alter this agreement at any time, for any reason, without notice.

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-----  
Please let me know your thoughts.

Kind Regards,

Rose Mary

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----- On Sat, 16 Feb 2019 13:14:13 -0500 "James Polk" <jfpolk@gmail.com> wrote -----  
[Quoted text hidden]

---

**James Polk** <jfpolk@gmail.com>  
To: support@baluart.com

Sat, Feb 16, 2019 at 4:15 PM

With this, i don't have any plan other than to sell \$10 subscriptions and possibly have you add the ability for subscribers to add a payment element into the form. we are just going to make it a form SaaS subscription on just one site and will probably find a buyer for the website and then transfer over to the new buyer the license from Envato and also the extended agreement with you. it is a nice little conditional logic form program as is with no modifications and some entrepreneur will want to run a subscription site as is. I am going to be the one running it for a little bit until I find a buyer. we just want to have everything nailed down with you so that we can make a proper sale of the site. I am not sure what we are going to change the name to, but we will make just one name change and will be deleting the program from the current site [www.docupletionforms.com](http://www.docupletionforms.com). However you want to write just that up, I will sign to it. We do need the right to transfer it one time to a final final end purchaser who runs the SaaS site. They will abide by the agreement you and I make and/or negotiate a new agreement with you, but there will be no misunderstanding like this one. They will have this agreement and the initial "regular license" from Envato. There is no buyer in the picture right now, I just know that this is a finished project and our other projects are going to take precedence and this one will be sold.

there is one potentiality of keeping the name as [www.docupletionforms.com](http://www.docupletionforms.com) and adding a conditional logic data-merge element where the subscriber uploads fillable .pdf forms and the program selects one to all of the uploaded documents based on a conditional logic rule that the subscriber sets and then the program fills in that fillable .pdf document. our

programmer had a plan for doing that, so maybe you can work with him on that, but maybe you will just need to add the future negotiation of that price into the express agreement. however you want to proceed with respect to that is fine.

- James  
[Quoted text hidden]

---

**James Polk** <jfpolk@gmail.com>  
To: support@baluart.com

Sat, Feb 16, 2019 at 4:27 PM

you know, an explanation is in order here.

in the law industry the use of a conditional logic element creates the situation where there are sometimes 150 different conditional logic tree branches and the fact that you "easy forms" .php has the conditional logic after the form builder creates a situation where somebody in my targeted industry of professionals has to remember too too many questions from the form they have just created.

for this reason i am making my second program using "super forms" not because of my thinking there is any real defect in "easy forms". i like it, and for that reason, i think the website is complete as is, and i might change my site name to www.quickform.online, something that denotes a form that can be made quickly, rather than docupletion which was a word i made out of obviously the two words document and completion.

that is what i am planning on doing with the program i am moving forward with with my programmer but with "super forms".

the reason is that i have 10 other .php scripts that i am going to be integrating on top of just a conditional logic form program, and so i need to work with my programmer and we inadvertently purchased a script without an "extended license"

soooooo.....

we are just going to leave this program using your clean and simple to use .php script as is and leave it open to collect payments and then that is why i will be finding a buyer for the site.

not because it isn't a very nice and tidy bit of .php programming. it is very nice and i think the person i find will be very happy to have you do any and all work they need.

-James  
[Quoted text hidden]

---

**Customer Support - Baluart.COM** <support@baluart.com>  
Reply-To: support@baluart.com  
To: James Polk <jfpolk@gmail.com>

Sat, Feb 16, 2019 at 6:17 PM

Hi James,

Thanks for your explanation, please let me know if I understood:

1. You are going to remove Easy Forms from the [docupletionforms.com](http://docupletionforms.com) domain
2. You are going to create a new Easy Forms' project on quickform.online

Is this correct?

Kind Regards,

Rose Mary

----- On Sat, 16 Feb 2019 19:27:19 -0500 "James Polk" <jfpolk@gmail.com> wrote -----  
[Quoted text hidden]



---

**James Polk** <jfpolk@gmail.com>  
To: support@baluart.com

Sat, Feb 16, 2019 at 10:16 PM

i am not sure if i am putting it on quickform.online or making a different domain. for the time being it is only on [docupletionforms.com](http://docupletionforms.com). i will only have it in one place.

[Quoted text hidden]

---

**Customer Support - Baluart.COM** <support@baluart.com>  
Reply-To: support@baluart.com  
To: jfpolk@gmail.com

Sat, Feb 16, 2019 at 10:26 PM

Ok James, but do you want to use Easy Forms as part of an end product to be sold as software as a service?

We can implement any requirement, including the integration with a payment subscription system like stripe or others.

Also, if you have other requirements, we can implement them too, like document generation and more.

Just let me know.

Kind Regards,

Rose Mary

---

**James Polk** <jfpolk@gmail.com>  
To: support@baluart.com

Sat, Feb 16, 2019 at 10:30 PM

i do want to implement payments using stripe for my subscribers to charge the people who use their forms and also document generation. how much do i need to pay to implement those?

[Quoted text hidden]

---

**James Polk** <jfpolk@gmail.com>  
To: support@baluart.com

Sat, Feb 16, 2019 at 10:40 PM

i suppose i can just leave it on [www.DocupletionForms.com](http://www.DocupletionForms.com) if i implement a document generation element that works the right way.

[Quoted text hidden]

---

**Customer Support - Baluart.COM** <support@baluart.com>  
Reply-To: support@baluart.com  
To: jfpolk@gmail.com

Sat, Feb 16, 2019 at 10:47 PM

Yes, we can implement those features. Also, I think those features are related to other required features, like a RBAC system to manage user plans, integrate the RBAC with Stripe to update the user permissions automatically, etc.

The cost would be around \$2500 - 3500 but we need to know the requirements about the doc. generation in detail to give you an exact cost and timeframe.

As you can see, we have great prices. And we want to keep a good and long relation with you.

Kind Regards,

Rose Mary

---

**James Polk** <jfpolk@gmail.com>  
To: Mainak Bhattacharya <mainakbhattacharya80@yahoo.com>

Mon, Feb 18, 2019 at 10:44 PM

3/30/2019

Gmail - hello, i apologize in advance. i was sold a program which was a pirate of yours.

here is what they sent me at the end of talking.

[Quoted text hidden]

---

**Customer Support - Baluart.COM** <support@baluart.com>

Sun, Feb 24, 2019 at 8:15 PM

Reply-To: support@baluart.com

To: jfpolk@gmail.com

Hello James,

What have you decided?

Kind Regards,

Rose Mary

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----- On Sun, 17 Feb 2019 01:47:12 -0500 "Customer Support - Baluart.COM" <support@baluart.com> wrote

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[Quoted text hidden]

---

**James Polk** <jfpolk@gmail.com>

Sun, Feb 24, 2019 at 9:02 PM

To: support@baluart.com

we will be paying you your percentage of the subscription. the script was already modified and doesn't need any work. it is about to go live as is for subscriptions. i have one central programmer who is working on all of my .php scripts and he is already done with the modification of "easy forms" and is integrating it with the other .php scripts we are integrating it with, and so i don't need any work. i will be sending you your percentage of the subscription though. thank you so much for the agreement.

- James Polk

[Quoted text hidden]

---

**Customer Support - Baluart.COM** <support@baluart.com>

Sun, Feb 24, 2019 at 9:08 PM

Reply-To: support@baluart.com

To: James Polk <jfpolk@gmail.com>

Dear James,

I have been very clear in a previous email:

If you want to use our application in a final product to be sold as SaaS, **we request two things:**

1. A small fee of your sales: 10%
2. We must be your engineering and support team about things related to the application

Since you do not want to contract our services (2nd point), we can not give you our consent to offer our application as SaaS.

Please, removes our application from your website as soon as possible.

Kind Regards,

Rose Mary

---

----- On Mon, 25 Feb 2019 00:02:13 -0500 "James Polk" <jfpolk@gmail.com> wrote -----

[Quoted text hidden]

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**James Polk** <jfpolk@gmail.com>  
To: support@baluart.com

Sun, Feb 24, 2019 at 9:10 PM

we don't need any work done. you sold me the right to modify the script that is what we did before you and i even spoke. we will send you the 10% but we do not need any work. you have already given your consent. please give me your address for sending you your check, but there is no work for you to do.

[Quoted text hidden]

---

**Customer Support - Baluart.COM** <support@baluart.com>  
Reply-To: support@baluart.com  
To: James Polk <jfpolk@gmail.com>

Sun, Feb 24, 2019 at 9:18 PM

Please, do not fool yourself. It's simple, since you do not require our customization services, we can't give you our consent to resell our product.

This is a business policy with all our clients, so I suggest you remove our App as soon as possible, because if you continue to fail to comply with the license agreement (Envato's Regular license), we will denounce it publicly and legally.

Kind Regards,

Rose Mary

---

----- On Mon, 25 Feb 2019 00:10:35 -0500 "James Polk" <jfpolk@gmail.com> wrote -----

[Quoted text hidden]

---

**James Polk** <jfpolk@gmail.com>  
To: support@baluart.com

Sun, Feb 24, 2019 at 9:20 PM

well have a nice life Rose Mary. you loose at law. cease and desist harassing me. this email series is all i need to defend myself. and you do not understand the principles of law with which you play. do not continue to harass me and i will still send you your 10%. - James Polk.

[Quoted text hidden]

---

**Customer Support - Baluart.COM** <support@baluart.com>  
Reply-To: support@baluart.com  
To: James Polk <jfpolk@gmail.com>

Sun, Feb 24, 2019 at 9:27 PM

James, according to Envato's Regular license, you can not resell our application. So please remove it from your web page.

We do not want problems, but we will defend our rights if necessary.

Kind Regards,

Rose Mary

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----- On Mon, 25 Feb 2019 00:20:21 -0500 "James Polk" <jfpolk@gmail.com> wrote -----

[Quoted text hidden]

---

**James Polk** <jfpolk@gmail.com>

Sun, Feb 24, 2019 at 9:30 PM

To: support@baluart.com

we modified it to be ready to sell. we did not sell. you gave me permission days ago to pay you 10% and use you for work we needed. we do not need any work. we will send you your 10%. if you do anything other than send me your mailing address for your checks as we begin to sell subscriptions you are harassing me. cease and desist. we will send you your 10%. this is the end of my communications with you.

-James Polk  
[Quoted text hidden]

---

**Customer Support - Baluart.COM** <support@baluart.com>

Sun, Feb 24, 2019 at 9:39 PM

Reply-To: support@baluart.com

To: James Polk <jfpolk@gmail.com>

James, don't lie, we have not given you any permission.

And according to the Envato's Regular license:

<https://codecanyon.net/licenses/terms/regular>

You can't resell our application.

<https://codecanyon.net/item/easy-forms-advanced-form-builder-and-manager/14176957>

So you must remove it from your web page:

<https://docupletionforms.com>

Or we will proceed to denounce it publicly and legally.

Kind Regards,

Rose Mary

----- On Mon, 25 Feb 2019 00:30:21 -0500 "James Polk" <jfpolk@gmail.com> wrote -----  
[Quoted text hidden]

---

**James Polk** <jfpolk@gmail.com>

Sun, Feb 24, 2019 at 9:39 PM

To: support@baluart.com

cease and desist contacting me.  
[Quoted text hidden]

---

**Customer Support - Baluart.COM** <support@baluart.com>

Sun, Feb 24, 2019 at 9:52 PM

Reply-To: support@baluart.com

To: James Polk <jfpolk@gmail.com>

James, simply don't breach the license agreement you say you acquired by a freelancer and don't resell our software.

This is very important for us.

Kind Regards,

Rose Mary

----- On Mon, 25 Feb 2019 00:39:57 -0500 "James Polk" <jfpolk@gmail.com> wrote -----

3/30/2019

Gmail - hello, i apologize in advance. i was sold a program which was a pirate of yours.

[Quoted text hidden]

---

**James Polk** <jfpolk@gmail.com>  
To: support@baluart.com

Sun, Feb 24, 2019 at 9:54 PM

cease and desist contacting me.

[Quoted text hidden]