

Terms of Service

Site.pro is a service (hereinafter referred to as Site.pro, Service) which is intellectual property of UAB "B1.lt", company code 304868214, registered at Taikos pr. 52C, 91184, Klaipeda, Lithuania (hereinafter referred to as the Rightholder).

Site.pro provides website building and web hosting tools to clients around the world.

Protecting each client and providing the best available services is our responsibility.

The provision of services is regulated by the laws of the Republic of Lithuania.

Borcov Group FZE acts as the Rightholder's agent for some services related to end user market worldwide.

Notification about changes to the Terms of Service is posted on this page. Each visitor must read and agree to our Terms of Use. If you do not agree with them, please exit Site.pro and immediately stop using any services offered.

All customers using our services are subject to the following Terms of Service:

1. Site.pro Users and Services:

1.1 Site.pro uses the following classification of persons having access to the Service (hereinafter referred to as the User, together referred to as the Users):

1.1.1 **Visitor** — any person who has access to the test functionality of the Service;

1.1.2 **Client** — any person who has paid for access to the services of the Service;

1.1.3 **End user** — a person registered with the Service for the purpose of creating a website;

1.1.4 **Hosting Provider** — a person accredited in accordance with the legislation of the country in accordance with which it is registered, for the purpose of providing services for providing access to disk space and server capacities for hosting a website on the Internet, who paid for access to the services of the Service (hereinafter referred to as Users);

1.1.5 **Partner** — a person who sells the services of the Service to third parties for a fee paid to Site.pro.

1.2 Site.pro provides services to individuals and companies who are legally allowed to make contracts. We offer two types of Service:

1.2.1 **Website Builder for End users** — allows registered Users to create and update their websites. Each visitor is allowed to test the website builder prior to purchasing the plan. More expensive plans offer

additional website building features (like E-commerce) that may or may not be useful for the client;

1.2.2 Website Builder for Hosting Providers — allows registered hosting providers to use the website builder services for their own clients. All builder plans include features where hosting providers can customise the website builder look by adding their own company logo, custom builder domain name and more.

1.3 The Rightholder reserves the right if necessary to decide, change or/and update the builder's plans and features for Users, clients and Hosting providers on our own behalf.

2. Refund Policy, Billing and Cancellations

2.1 Site.pro allows each visitor to test website builder prior to Service registration/purchase.

2.2 Site.pro does not provide any refund for Regular Customers and Hosting Providers for already paid services (subscriptions) for any services provided by the Service.

2.3 As a User of Site.pro you agree to submit or supply payment for the rendered services in advance, on the billing date set by Site.pro. By default, these services will be billed on a recurring basis. Your billing subscription will be automatically renewed for the subsequent period, unless you notify us no less than fifteen days prior to the billing date. To cancel the billing subscription, you must log in to your account on Site.pro or bank account and cancel the ordered service. Failed to do so, you will be charged for the ordered service

2.4 Users may cancel their account at any time. Users wishing to cancel the account have to contact Site.pro by email support@site.pro or log in and create a ticket on the Helpdesk panel with a cancellation request. Such cancellation requests will be revised by Site.pro staff members and then a final confirmation to cancel the account will be sent. Account cancellation will be processed only when the final confirmation from the User will be sent (initial cancellation request will not be held as a final confirmation under any circumstance for security reasons). After the account is canceled, no further billing on the account will be made. All files, settings and any other information related to the subscriber account will be removed from Site.pro servers.

2.5 If a confirmation to cancel the account is not sent by the User, then the account cancellation will not be processed and the account will remain active. Any active subscriptions will be left intact.

2.6 The minimum term of Service license validity is one month.

2.7 Service is considered provided from the moment the record of their payment is displayed in the User's personal account. Acts for the provision of services in accordance with these Terms of Service are not provided.

3. For Affiliates

3.1 Affiliate gets 50% sales refund for each sale his client makes.

3.2 Site.pro does not refund the sales percentage if:

3.2.1 The email of a client and affiliate is the same;

3.2.2 IP address of a client and affiliate is the same;

3.2.3 Affiliate did not enter available Target website URL;

3.2.4 If affiliate and their client are the same company or person;

3.2.5 If affiliate has only one client.

4. Payment Methods

4.1 Site.pro uses different payment methods to collect payments. Users may submit Service payment with a valid credit or debit card or by using the balance of accepted payment provider account.

4.2 Please, keep in mind that prior to submitting payment, the funds on your account can be converted to other currency. Site.pro is not responsible for the currency conversion rate set by the payment system used by the User for payment.

5. Fraudulent Payment Policy

5.1 If a payment on a User's account is marked as fraudulent (such payments are reversed on the payment gateway), then Site.pro reserves the full right to stop any service provided to the User (including other accounts and other payments submitted by the same User) until the issues with the payment are solved.

5.2 If the User refuses to solve issues with the payment which is marked as fraudulent, Site.pro reserves the full right to delete all accounts and stop payment subscriptions provided to the User without any refund for security reasons.

6. Late Payment Policy

6.1 All accounts are billed according to the dates they were first activated on.

6.2 Paid plans of the Users which are not renewed after the renewal date will be automatically changed to expired plans with the limited builder version. Websites created with Site.pro builder will be temporarily unavailable until the payment is received. Service, including created websites resume working within 24 hours after the renewal of the paid plan.

6.3 For hosting providers who have not renewed the Service license after the renewal date, the builder will be automatically disabled for their end customers. End customers' websites created with the builder will be temporarily unavailable. Clients will be allowed to use the Service as soon as a new payment is received. The websites will start working within 24 hours after the plan is extended.

7. Account Access Policy

7.1 When a User registers any type of account user in Service (Regular clients and Hosting providers) with Site.pro, the user will be held liable for the identification information that is provided:

7.1.1 Name and Surname of the User;

7.1.2 User Address;

7.1.3 Company details (if possible);

7.1.4 User e-mail address.

7.2 Site.pro will assume all of this information is provided correctly and may use this information to contact the User if such need arises. Some of the information on the account will be generated automatically (username, password, payment IDs, etc.).

7.3 The User may access the account at any time if he has access to the initial email account that he used to register the account on Site.pro.

7.4 If the User claims that he has no access to the respective e-mail account and that he has no way to recover the password set on the account, he will need to provide us with the last payment date and payment ID's on which the payments were made, as well as full User's name (name and surname), and full User's address set on the respective account.

7.5 User acknowledges and accepts this procedure and access policy and agrees not to bring any claim of a lawsuit against Site.pro arising out of this said policy and procedure.

7.6 Site.pro will not be held liable for any damage or liability that may have arisen out of the following policy and procedure.

7.7 In the event when there is more than one person claiming rights to the same account, Site.pro is not obligated to provide access to any of the parties, as information shared provides each party with access to the respectable account following the Site.pro policy and procedures.

7.8 Site.pro is not obligated to solve any kind of similar disputes and may solely decide who to provide the access with. It has been done according to internal information and historical data that may have been collected about the User, based on the usage of the respective account.

8. Usage Policy

8.1 Site.pro reserves the right to refuse to provide services, as well as to suspend the provision of services already paid for, to any User who violates both the terms of use in general or individual provisions of the acceptable use policy.

8.2 Do not use Site.pro Services for initiation or reception of unreasonably high service flow which does not correspond to an average of regular maximum use of services for your personal needs.

8.3 Site.pro offers a limited amount of resources for specific websites stored within Site.pro servers (disk drive space, bandwidth, domains per account, and others). This means that Site.pro will set a specific cap for these resources and the Users will be able to use these resources based on the service plan they have chosen.

8.4 Site.pro reserves a right to change service plan limits and prices for this plan when needed.

8.5 The User gets the rights to

8.5.1 use of the product functionality of the Service;

8.5.2 providing the functionality of the Service to their end customers;

8.5.3 change the Service according his plans (including using these changes) if it is provided for by the purchased plans, as well as the use of processing results.

8.6 It is illegal to re-distribute or modify any Service source code.

8.7 Service **Templates** are intend to use for website design only. It is forbidden to use these template with other products (not affiliated with Site.pro).

8.8 **Images** are free to use in templates in Site.pro. It is forbidden to re-distribute, resell or license the images, incorporated in the templates, separately.

8.9 If a User provides/leaves inappropriate review/feedback about the Service, Site.pro team has a right not provide support to a User.

8.10 It is **strictly forbidden** to publish the following information using the Service:

8.10.1 child Pornography;

8.10.2 violations of Intellectual Property Rights;

8.10.3 the Illegal Purchase, Sale of Weapons and Drugs;

8.10.4 unauthorized distribution or copying of copyrighted software or other data audio and video downloads without ownership or distributor rights to the materials;

8.10.5 insulting or belittling honor, dignity, business reputation, discrediting and discriminating against third parties on any grounds;

8.10.6 fraudulent information;

8.10.7 The content relating to Hacking, Cracking, Warez, and IRC is not allowed;

8.10.8 Also any violations of these rules (as we strictly follow their requirement):

8.10.8.1 [Google Cloud: Google Cloud Platform Terms of Service](#) (Paragraph 3. Customer Obligations), [Google Cloud Platform Acceptable Use Policy](#);

8.10.8.2 Amazon AWS: [AWS Customer Agreement](#) (Paragraph 4.2. Your Content);

8.10.8.3 «ТаймВэб», ООО: [Ограничения](#);

8.10.8.4 «Компания Hoster.KZ», ТОО: [Правила получения телекоммуникационных услуг](#) (Параграф 2.2.6.).

9. Support

9.1. We provide you with access to use Service support to your compliance with the terms:

9.1.1 By submitting a ticket to Site.pro support system, you agree to all of the rules stated in this Terms of Service page;

9.1.2 Site.pro support responds to questions or issues regarding the Service' functionality, technical issues or critical bugs in the

software. Feature requests and bugs which do not have an impact on the quality are welcomed and could be added to our future plans to improve the Service;

9.1.3 Estimated waiting time for a response to a support ticket is 1 working day;

9.1.4 Site.pro reserves the right to suspend or terminate the account of any User who abuses Site.pro support ticket system or email, social chats, or telephone services or support agents;

9.1.5 Site.pro reserves the right to close any ticket that violates Site.pro terms of use without warning or explanation.

10. Backups

10.1 Site.pro does not automatically generate backups for websites created and stored within Site.pro. Site.pro allows Users to create backups manually.

10.2 The backup feature is accessed through website builder.

10.3 To protect information that was created with the website builder, the User must create backups regularly on his own behalf. Site.pro takes no responsibility for any loss of information that is stored within Service.

11. Acceptable Use Policy

11.1 All services provided by Site.pro may be used for lawful purposes only.

11.2 Transmission, storage, or presentation of any information, data or material in violation of any International, European Union, CIS, United States Federal, State or City law is prohibited.

11.3 Accounts Users who do not comply with the provisions of this section are suspended or deleted as soon as the Service detects violations.

11.4 The Service reserves the right to inform the reasons why any actions have been taken with respect to the User's account.

11.5 If User thinks his website may violate our Terms of Service, please ask us before signing up for an account so that we may determine if you can create a website using Site.pro website builder.

11.6 Site.pro reserves the right to determine what is an acceptable use for the purposes of these Terms

11.7 Accounts suspended due to content or AUP violation are not refunded under any circumstances.

11.8 Any kind of abusive content found on websites hosted within Site.pro server should be reported to support@site.pro

11.9 User, who is the Service account owner, takes full responsibility for the whole account content and all actions that are performed on the respective account. User also takes full responsibility for all the damages or losses that may arise from his/her account content or actions performed by scripts on his/her account.

12. Commercial Advertising and Spam E-mails

12.1 It is forbidden to use the domain name of the User whose website is created and/or hosted using the Service to be the source, intermediary, or destination address involved in the transmission of spam, flames, or mail bombs.

12.2 It is forbidden to use the domain name of the User whose website is created and/or hosted using the Service as a sender, intermediary or reply address in any of the above cases of prohibited use.

12.3 SPAM /illegal content advertising sites on other servers which in turn contain links to a domain on our servers is prohibited.

12.4 Spam is any mass sending of unsolicited messages by e-mail or any other similar methods.

12.5 If the Service detects that the User sends spam, the User's domain name is subject to immediate disconnection from the Service without any refund.

12.6 Site.pro reserves the right to refuse or cancel Service to known spammers. Lastly, we reserve the right to determine what violates this policy.

13. Information about Site.pro servers

13.1 Our servers up-time: **99.5%**.

14. Limitation of Liability

14.1 The User agrees that the Service is not responsible for any losses resulting from causes beyond the direct and exclusive control of the Service. The Client also acknowledges that the responsibility of the Service for its own negligence cannot exceed the amount equivalent to the payments payable by the User for the services provided during the period of damage. Under no circumstances shall the Service be liable for any actual or consequential damages, losses or injuries.

14.2 Site.pro shall not be responsible for any claimed damages, including:

14.2.1 incidental and consequential damages which may arise from Site.pro services going offline or being unavailable for any reason whatsoever;

14.2.2 for any system downtime, crashes, or data loss that may happen on the servers. Also, Site.pro will not be held liable for any predicted estimate of profits in which a client would have gained if their site were functioning;

14.2.3 incidental or consequential damages, resulting from the corruption or deletion of any web site from Site.pro servers;

14.2.4 other commercial damage, including but not limited to special, incidental, consequential or other damages.

14.3 User agrees to use all services and facilities at your own risk, specifically disclaims all warranties of merchantability and fitness for a particular purpose.

14.4 User agrees that he/she shall defend, indemnify, save and hold Site.pro harmless from any and all demands, liabilities, losses, costs, and claims, including reasonable attorney's fees, asserted against Site.pro, its agents, its customers, officers and employees, that may arise or result from any service provided or performed, or agreed to be performed, or any product sold by customer, its agents, employees or assigns.

14.5 User agrees to allow Site.pro to use in perpetuity, worldwide and free of charge, any version of User Website (or any part of it) for any Site.pro marketing and promotional activities, online and/or offline, and modify it as reasonably required for such purposes. The User waives any claims against Site.pro and other persons related to the Service using the User's website for the purposes specified in this paragraph.

14.6 Site.pro reserves the right to interfere with the operation of any of the websites hosted on its Site.pro servers for the benefit of Users. Any material provided by the User that infringes or allegedly infringes the property rights of third parties, discovered as a result of the intervention of Site.pro, may be the reason for the application of restrictions in relation to the User on whose website it was found. Site.pro is solely responsible for deciding what violates these Terms of Service.

15. Domains

15.1 In rare cases, the purchase of a new domain name might take up to 5 working days to proceed (due to unexpected delay from the payment system).

15.2 If the domain is not transferred to the User within the period specified in clause 15.1, the User must contact the Service support service.

15.3 If the User decides to buy the same domain name from another supplier without contacting us first — payment for the purchase is not refundable.

15.4 After the purchase of domain was made, the domain becomes the Users ownership, and the purchase is not refundable.

16. Privacy Policy

16.1 Site.pro privacy policy

GDPR Data Protection Officer: UAB „METIDA“, Gynėjų str. 16, LT-01109 Vilnius, Lithuania; Email: martynas.sukevicius@metida.com

State Data Protection Inspectorate: L. Sapiegos str. 17, LT-10312 Vilnius, Lithuania; Phone: +37052712904; Email: ada@ada.lt