

Acceptable Use Policy (Policies and Rules)

Effective date: 17 September 2025

This Acceptable Use Policy ("**AUP**") forms part of the Terms of Service and sets out the rules for using the Upkeep Portal[\[8\]](#). By using the Service, you agree to comply with this AUP.

1 — Prohibited Activities

You must not engage in any of the following activities while using the Service:

1. **Illegal acts:** Using the Service for illegal purposes, including fraud, money laundering, terrorism financing, child exploitation, harassment, stalking, defamation or any other unlawful behaviour[\[9\]](#).
2. **Intellectual property violations:** Infringing, misappropriating or violating any intellectual property or proprietary rights, including copyrights, trademarks, trade secrets or privacy rights[\[9\]](#).
3. **Hate speech and harmful content:** Posting or transmitting content that is hateful, threatening, harassing, vulgar, obscene, defamatory, libelous, discriminatory or otherwise objectionable[\[9\]](#).
4. **Spam and solicitation:** Sending unsolicited or unauthorised advertising, promotional materials or spam; or selling or soliciting products or services without our prior written consent[\[9\]](#).
5. **Reselling and commercial exploitation:** Reselling, leasing or sublicensing the Service, or otherwise commercially exploiting it without our permission.
6. **Reverse engineering:** Reverse engineering, decompiling or attempting to derive the source code, underlying ideas or algorithms of any part of the Service[\[10\]](#).
7. **Interference:** Interfering with or disrupting the integrity or performance of the Service or our systems, including uploading malware, viruses, worms or any other code that may harm the Service[\[11\]](#).
8. **Unauthorised access:** Attempting to gain unauthorised access to the Service, other accounts or any associated systems or networks.
9. **User abuse:** Abusing, harassing or harming other users or our personnel[\[12\]](#).
10. **Data harvesting:** Collecting or harvesting any personally identifiable information from the Service without consent.
11. **Impersonation:** Impersonating any person or entity, or falsely claiming an affiliation with any person or organisation.

2 — User Contributions

If the Service allows you to post content (such as comments, reviews, feedback or data), you agree that your contributions will comply with this AUP and all applicable laws. You are solely responsible for the content you submit, and you must ensure that you have the rights necessary to post it[\[18\]](#).

We reserve the right, but have no obligation, to monitor, moderate or remove user-generated content that we determine violates this AUP or our Terms.

3 — Reviews and Ratings

If the Service features reviews or ratings, you must provide honest and accurate feedback. You may not post fake reviews, use multiple accounts to skew ratings, or solicit positive reviews in exchange for compensation^[19].

4 — Reporting and Handling Violations

If you become aware of any prohibited activity or content on the Service, you should promptly report it to us at **abuse@upkeep-portal.com**^[13]. Provide sufficient detail for us to evaluate and respond to the report.

If we receive a report or identify potential violations of this AUP, we may investigate and take appropriate action. Such actions may include removing content, issuing warnings, suspending or terminating accounts, and contacting law enforcement^[14]. We will consider the nature and severity of the violation when determining the appropriate response.

5 — Disclaimer and Liability

We do not assume any responsibility for monitoring user activity^[20]. While we may monitor and moderate the Service, we have no obligation to do so, and we are not liable for any user-generated content.

6 — Changes to this AUP

We may modify this AUP at any time by posting an updated version on our website. Changes are effective immediately upon posting. Your continued use of the Service after changes are posted constitutes your acceptance of the new AUP. If you do not agree to the modified AUP, you must stop using the Service.

7 — Contact Information

If you have questions about this AUP, please contact **aup@upkeep-portal.com** or write to us at Upkeep Portal, UAB, Vilnius g. 99, 91200 Klaipėda, Lithuania.

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Privacy Policy

Effective date: 17 September 2025

This Privacy Policy explains how Upkeep Portal, UAB (“Company,” “we,” “us” or “our”) collects, uses, discloses and safeguards your information when you use our Service. It also describes your rights and choices under the European General Data Protection Regulation (GDPR) and other applicable privacy laws. The GDPR requires organisations to provide a privacy notice that is concise,

transparent, intelligible and easily accessible[\[21\]](#). By using the Service, you consent to the practices described in this Privacy Policy.

1 — Data Controller and Contact Details

Upkeep Portal, UAB is the data controller responsible for your personal data (under the GDPR). Our contact details are:

Upkeep Portal, UAB

Vilnius g. 99

91200 Klaipėda, Lithuania

Email: privacy@upkeep-portal.com

Telephone: +370 123 45678

2 — Personal Data We Collect

We collect the following categories of personal data:

- **Contact information:** such as your name, email address, mailing address and phone number[\[22\]](#).
- **Account information:** such as username, password and subscription details.
- **Payment information:** such as partial payment card details and billing address. Payments are processed by Stripe; we do not store your full credit or debit card numbers.
- **Usage data:** information collected automatically, including IP address, browser type, device information, pages visited, time and date of your visit, and other diagnostic data[\[23\]](#).
- **Cookies and tracking technologies:** small data files stored on your device to remember your preferences and track usage[\[24\]](#). We use essential, functional and analytics cookies to provide and improve the Service.

We may also collect other information that you voluntarily provide to us, such as messages you send via support channels or information contained in support requests.

3 — Legal Basis for Processing

Under the GDPR, we must identify a legal basis for each use of personal data. Our legal bases include:

- **Contract:** Processing necessary to perform our contract with you (e.g., providing the Service, managing your subscription and processing payments).
- **Consent:** Processing based on your consent (e.g., for certain marketing communications or optional cookies). You may withdraw consent at any time.
- **Legitimate interests:** Processing necessary for our legitimate interests (e.g., ensuring the security and integrity of our Service, preventing fraud, analysing usage to improve services), provided that our interests are not overridden by your rights and interests.
- **Legal obligation:** Processing necessary to comply with legal obligations (e.g., record-keeping, tax and accounting requirements).

4 — How We Use Your Information

We use your personal data for the following purposes:

1. **To provide and maintain the Service:** including creating and managing your Account, delivering subscriptions, and providing customer support[\[25\]](#).
2. **To process payments:** via our payment processor, Stripe; we transmit necessary payment information to Stripe to complete transactions[\[4\]](#).
3. **To communicate with you:** including sending transactional emails (such as subscription confirmations, invoices and technical notices) and responding to inquiries.
4. **To personalise and improve the Service:** such as by analysing usage data to understand how users interact with the Service and to develop new features[\[26\]](#).
5. **To enforce our Terms and policies:** including investigating and preventing misuse of the Service, illegal activities or fraud, and protecting our rights and property.
6. **To comply with legal obligations:** including accounting, tax and record-keeping requirements, responding to lawful requests from public authorities and complying with applicable laws and regulations.
7. **Marketing:** We may send you marketing communications about our products and services if you have consented or if we have another lawful basis. You may opt out of marketing communications at any time.

5 — Cookies and Tracking Technologies

We use cookies and similar tracking technologies to operate and improve the Service. Cookies can be “persistent” (remain on your device when you go offline) or “session” (deleted when you close your browser)[\[27\]](#). We use the following types of cookies:

- **Necessary cookies:** Essential to provide the Service and enable basic functions, such as user authentication and security[\[28\]](#). These cookies cannot be disabled.
- **Preference cookies:** Remember your preferences and settings to enhance your experience.
- **Analytics cookies:** Collect information about how you interact with the Service to help us improve and customize our platform.
- **Marketing cookies:** Used to deliver relevant advertising. We use marketing cookies only with your consent.

You can control cookies through your browser settings and other tools. However, disabling cookies may affect your ability to use certain features of the Service. For more information, please refer to our Cookie Policy (if applicable).

6 — Data Sharing and Recipients

We may share your personal data with:

- **Service providers and business partners:** such as payment processors (Stripe), hosting providers, analytics providers and email services. These third parties act as data processors and only process personal data on our instructions and in compliance with this Policy.

- **Authorities:** when required by law or to protect the rights, property or safety of the Company, our users or others. For example, we may disclose information in response to valid legal requests or to prevent or detect crime.
- **Successors:** in connection with a merger, acquisition, sale of assets, financing, restructuring, bankruptcy or other change of control. We will ensure that the acquiring entity honours this Policy.

We do not sell or rent your personal data to third parties.

7 — International Data Transfers

Your personal data may be transferred to and processed in countries outside the European Economic Area (EEA). When we transfer data outside the EEA, we ensure that appropriate safeguards are in place, such as standard contractual clauses approved by the European Commission or reliance on adequacy decisions. By using the Service, you consent to any such transfer.

8 — Data Retention

We retain your personal data for as long as necessary to fulfil the purposes outlined in this Policy, comply with our legal obligations, resolve disputes and enforce our agreements. We consider the amount, nature and sensitivity of the data, the potential risk of harm from unauthorised use or disclosure, the purposes for which we process the data and whether we can achieve those purposes through other means. When we no longer need to process personal data, we will securely delete or anonymise it.

9 — Your Rights under the GDPR

You have the following rights with respect to your personal data:

1. **Right of access:** You have the right to obtain confirmation as to whether we process personal data about you and, if so, request a copy of the personal data we hold about you.
2. **Right to rectification:** You have the right to have inaccurate or incomplete personal data corrected.
3. **Right to erasure (“right to be forgotten”):** You have the right to request deletion of your personal data under certain circumstances, such as when the data is no longer necessary for the purposes for which it was collected or when you withdraw consent.
4. **Right to restriction of processing:** You have the right to request that we restrict the processing of your personal data in certain circumstances.
5. **Right to data portability:** You have the right to request that we provide your personal data to you or another controller in a structured, commonly used and machine-readable format.
6. **Right to object:** You have the right to object to our processing of your personal data on grounds relating to your particular situation, including for direct marketing purposes.
7. **Right to withdraw consent:** Where we rely on consent to process your personal data, you have the right to withdraw that consent at any time.

8. **Right to lodge a complaint:** You have the right to lodge a complaint with your local supervisory authority. In Lithuania, the supervisory authority is the State Data Protection Inspectorate (VDAI).

To exercise any of these rights, please contact us using the contact information provided below. We may need to verify your identity before responding to your request. We will respond within the timeframes required by law.

10 — Security Measures

We implement appropriate technical and organisational measures to protect personal data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access. These measures include encryption, access controls, secure hosting and regular monitoring. While we strive to protect your data, no method of transmission over the internet or electronic storage is completely secure, and we cannot guarantee absolute security.

11 — Third-Party Websites

Our Service may contain links to third-party websites that are not operated by us. We are not responsible for the content or privacy practices of those websites. When you leave our Service, we encourage you to read the privacy policies of any third-party sites you visit.

12 — Changes to this Policy

We may update this Privacy Policy from time to time. If we make material changes, we will notify you by posting the updated Policy on our website and, where appropriate, contacting you via email. The new Policy will be effective upon posting unless a later effective date is specified. Your continued use of the Service after changes become effective constitutes your acceptance of the updated Policy.

13 — Contact Us

If you have any questions or concerns about this Privacy Policy or our data practices, please contact:

Data Protection Officer

Upkeep Portal, UAB

Sausio 15 g.

91236 Klaipėda, Lithuania

Email: contactemilis10@gmail.com

Telephone: +370 60823925