

Terms of Service for the Upkeep Portal

Last updated: 17 September 2025

Welcome to the Upkeep Portal (the "**Service**"). These Terms of Service (the "**Terms**") form a binding legal agreement between Upkeep Portal, UAB (referred to as "**Company**," "**we**," "**us**" or "**our**") and you, a user of our Service (referred to as "**you**", "**your**", or "**User**"). Please read these Terms carefully. By accessing or using our websites, mobile applications or any services or products that we provide (collectively, the "**Platform**"), you agree to be bound by these Terms and our related policies. If you do not agree to these Terms, do not access or use the Service.

These Terms include sections that limit our liability, deny warranties, require you to indemnify us and govern how disputes will be resolved. They also incorporate by reference our [Acceptable Use Policy](#) and our [Privacy Policy](#). You must be at least 18 years old or the legal age of majority in your jurisdiction to enter into these Terms. If you use the Service on behalf of an entity, you represent and warrant that you have authority to bind that entity to these Terms.

1 — Definitions

- **Account:** A unique user account created for you to access portions of the Service.
- **Content:** All text, images, audio, video, code, data and other materials available through the Service.
- **Customer:** A business or individual who subscribes to the Service and pays a recurring fee to maintain a website we create.
- **Service:** The web-based subscription platform (including any related software, documentation and support) that the Company provides to Customers.
- **Stripe:** The third-party payment processor we use to handle subscriptions and other payments. Your payments are processed by Stripe subject to the [Stripe Services Agreement](#) and [Stripe Privacy Policy](#). We do not directly collect or store your full payment information.

2 — Acceptance and Modifications

2.1 Acceptance of Terms

By accessing or using the Service, you confirm that you have read, understood and agree to be bound by these Terms and all policies referenced herein. If you do not accept all of these Terms, you may not use the Service. When you create an Account on behalf of a company or other entity, you represent that you have the authority to bind that entity and that the entity agrees to be bound by these Terms.

2.2 Changes to the Terms

We may modify these Terms at any time in our sole discretion. We reserve the right to update or change our Terms or the Service (including pricing) at any time [\[1\]](#). When we do, we will post the revised Terms on our website. Changes take effect immediately unless a later date is specified. Your

continued use of the Service after new Terms become effective constitutes your acceptance of the revised Terms. If you do not agree to the updated Terms, you must stop using the Service.

2.3 Changes to the Service and Pricing

We continually improve and update our Service. We may add, modify or remove features and may suspend or discontinue parts of the Service. We also reserve the right to change our prices or fees at any time^[2]. If we change the subscription price, we will apply the new price to your next billing cycle. You agree that the price at the time of purchase applies only to the current billing period, and continued use after a price change constitutes acceptance of the new price.

3 — Eligibility and Registration

3.1 Eligibility

To register for an Account or use the Service, you must (a) be at least 18 years of age or the legal age of majority in your jurisdiction; (b) have the legal capacity to enter into a contract; and (c) not be prohibited from using our Service under applicable law.

3.2 Account Registration

You must create an Account to use certain features of the Service. When you register, you agree to provide truthful, complete and up-to-date information. You are responsible for maintaining the confidentiality of your login credentials and for all activities that occur under your Account. You agree to promptly update your Account information if it changes. You will immediately notify us of any unauthorized use of your Account. We are not liable for any loss or damage arising from unauthorized access to your Account.

3.3 Representations

If you register on behalf of a company or other entity, you represent that you have the authority to do so and that the entity accepts these Terms. You may not create an Account using a false identity or information, or on behalf of someone else without their permission.

4 — Description of Service

The Upkeep Portal is a subscription platform that creates and hosts websites for customers. By subscribing, you receive access to a website we build and maintain for you along with related services and support. The Service may include software tools, analytics, design templates, content management features and customer support. The Service does **not** include domain registration, email hosting, or custom coding services beyond what is offered in our subscription tiers unless specified in your agreement.

We may offer different subscription tiers with varying features, usage limits, support levels and pricing. We may change, update or discontinue any aspect of the Service at any time.

5 — Subscriptions, Billing and Payment

5.1 Subscription Plans

The Service is provided on a subscription basis. When you purchase a subscription, you agree to pay the monthly or annual fees associated with your selected plan. Each subscription term begins on the date you purchase the plan and renews automatically for successive terms unless canceled according to Section 5.6. You authorise us (and our payment processor) to charge the subscription fee to your payment method on file at the start of each subscription period.

You agree that all payments are due immediately and will be processed via Stripe [\[3\]](#). You must keep your payment method information current and valid. Failure to maintain a valid payment method may result in suspension or termination of your subscription.

5.2 Payment Processing via Stripe

We use Stripe to process all payments. Stripe's own services agreement states that businesses must comply with its eligibility requirements and that Stripe may modify its services and impose conditions [\[4\]](#). By subscribing to our Service, you authorise Stripe to charge your payment method for all fees. You acknowledge that payments are subject to Stripe's Services Agreement and Privacy Policy. We do not control Stripe and are not responsible for its services, security practices or any errors in processing.

5.3 Taxes

All subscription fees are exclusive of taxes, levies, duties or similar governmental assessments of any kind. You are responsible for paying all taxes associated with your subscription. If we are legally required to collect taxes, we will charge them and you agree to pay the taxes in addition to the subscription fee.

5.4 Pricing Changes

We may change subscription prices at any time [\[5\]](#). If we do, we will post the new prices on our site or otherwise notify you. The new pricing will apply to your next billing cycle. If you disagree with a price change, you must cancel your subscription before it renews.

5.5 Unpaid Charges and Declined Payments

If your payment method is declined or a payment cannot be processed, we may suspend your access to the Service until payment is successfully processed. You remain responsible for any unpaid amounts. We may charge late fees or interest on overdue amounts to the fullest extent permitted by law. You agree to reimburse us for any costs we incur in collecting late payments, including attorneys' fees and collection agency fees.

5.6 Cancellation and Automatic Renewal

Your subscription renews automatically unless you cancel. You may cancel your subscription at any time through your Account dashboard or by contacting us. If you cancel, your subscription remains active until the end of the current billing period and will not renew. We do not provide refunds or

credits for partial subscription periods[\[6\]](#). Some promotions (such as free trials) may be subject to additional cancellation terms, which will be disclosed at the time of the promotion.

5.7 Free Trials and Promotions

We may offer free trials or promotional subscriptions. If we do, the specific terms will be provided at the time of offer. Free trial periods convert to paid subscriptions unless canceled before the trial ends. A free trial is limited to one per customer or household, and we reserve the right to refuse or revoke free trial eligibility.

5.8 Refunds and Non-Refundable Fees

Because our Service provides ongoing website maintenance and digital services, subscription fees are non-refundable. We may grant refunds or credits at our sole discretion but are not obligated to do so. We disclose non-refundable fees to prevent disputes[\[7\]](#).

6 — Acceptable Use and User Conduct

6.1 General Prohibitions

You agree to comply with all applicable laws and regulations and to use the Service only for lawful purposes[\[8\]](#). You must not:

1. Engage in illegal activities (such as fraud, money laundering, or terrorism financing) or violate any law[\[9\]](#).
2. Infringe upon, misappropriate or violate any intellectual property or other proprietary rights (including copyright, trademark, trade secret or privacy rights).
3. Post, upload or distribute content that is hateful, harassing, defamatory, obscene, pornographic or otherwise objectionable[\[9\]](#).
4. Send spam or unsolicited communications, promote or sell products or services without our prior written consent[\[9\]](#).
5. Resell, lease, sublicense or otherwise commercially exploit the Service or access to it without our permission.
6. Use any robot, spider, crawler, scraper or other automated means to access the Service or extract data.
7. Reverse engineer, decompile, disassemble or attempt to discover the source code or underlying algorithms of the Service[\[10\]](#).
8. Interfere with or disrupt the integrity or performance of the Service or our systems, including by uploading malware or bypassing security measures[\[11\]](#).
9. Attempt to gain unauthorised access to the Service, other accounts or networks connected to the Service.
10. Abuse, harass or harm other users or any third party[\[12\]](#).

6.2 Community Guidelines

If we provide forums, comment sections or community features, you must follow any additional posted guidelines. In community areas, you agree not to impersonate others, not to post private or

confidential information, not to misrepresent your affiliation, and not to engage in abusive or discriminatory behaviour[\[9\]](#).

6.3 Reporting Violations

If you believe a user is violating these rules, please report it to us immediately using the contact information below[\[13\]](#).

6.4 Consequences of Violations

We may investigate suspected violations of these Terms or our Acceptable Use Policy. If we determine that you have violated any provision, we may remove content, suspend or terminate your Account, and take other remedial actions at our sole discretion[\[14\]](#). We may also report illegal activity to law enforcement and cooperate with authorities in prosecuting violators.

7 — Intellectual Property Rights

The Service and all Content (including design, text, graphics, logos, images, software and underlying code) are owned by the Company or our licensors and are protected by copyright, trademark and other intellectual property laws. Your use of the Service does not grant you any ownership rights in the Service or the Content. We grant you a limited, non-exclusive, non-transferable, revocable licence to access and use the Service solely for your internal business purposes and strictly in accordance with these Terms.

You may not copy, modify, distribute, sell, or lease any part of the Service. You may not reverse engineer or attempt to extract the source code except as permitted by law[\[10\]](#). All trademarks, service marks and trade names used in the Service are proprietary to the Company or our licensors. You may not use our trademarks without our prior written permission.

8 — User Content and Feedback

If you provide content, feedback or suggestions to us, you represent and warrant that you have all necessary rights to grant us the licence described in this section. You retain ownership of any content you submit, but you grant the Company a worldwide, perpetual, irrevocable, royalty-free, transferable licence to use, reproduce, distribute, display, perform and create derivative works of your content in connection with operating and improving the Service. You agree that we may use your feedback without compensation or obligation to you.

9 — Third-Party Services and Links

Our Service may contain links to third-party websites or integrate third-party services (such as payment processing via Stripe or integrations with social media platforms). We do not control or endorse third-party services and are not responsible for their content, privacy policies or practices. Your use of third-party services is at your own risk. When you leave our Service, your activities will be governed by the terms and policies of the third-party provider. You agree that we are not liable for any damages or losses caused by third-party services.

10 — Disclaimer of Warranties

The Service is provided on an “as is” and “as available” basis^[15]. We make no warranties, express or implied, regarding the Service or any Content. Without limiting the foregoing, we expressly disclaim all implied warranties of merchantability, fitness for a particular purpose, title, non-infringement and any warranties arising out of course of dealing or usage of trade. We do not warrant that the Service will meet your requirements, be available at any particular time or location, be uninterrupted or secure, or be free from defects, viruses or other harmful components. We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any Content or that any errors will be corrected. Nothing in these Terms seeks to limit or exclude any warranty that cannot be lawfully excluded or limited.

11 — Limitation of Liability

To the fullest extent permitted by law, the Company and our affiliates, officers, directors, employees, agents, licensors and suppliers will not be liable for any indirect, incidental, consequential, special, punitive or exemplary damages (including damages for loss of profits, revenue, goodwill, use or data), even if we have been advised of the possibility of such damages^[16]. In no event will our total liability for any claim arising out of or relating to the Service exceed the amount you paid us, if any, for the Service in the twelve months preceding the claim. Some jurisdictions do not allow limitation of liability for personal injury or fraudulent misrepresentation, so the above limitations may not apply to you.

12 — Indemnification

You agree to defend, indemnify and hold harmless the Company and our affiliates, directors, officers, employees, agents and licensors from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including reasonable attorneys’ fees) arising from or related to: (a) your use of, or inability to use, the Service; (b) your violation of these Terms or any applicable law; (c) your violation of any rights of another party (including intellectual property rights); or (d) any content you submit or provide through the Service. This defence and indemnification obligation will survive termination of your Account and your use of the Service.

13 — Termination

We may suspend or terminate your Account or our provision of the Service at any time for any reason, including for violations of these Terms, non-payment, or disruptive conduct^[1]. We will endeavour to notify you prior to termination but are not obligated to do so. Upon termination, your right to use the Service ceases immediately. You remain responsible for all fees incurred before termination, and we will not refund any amounts paid. You may terminate your Account at any time by stopping your use of the Service and cancelling your subscription.

14 — Governing Law and Dispute Resolution

These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter shall be governed by and construed in accordance with the laws of the Republic of Lithuania, without regard to its conflict of law principles^[17]. You

agree that the courts of Lithuania have exclusive jurisdiction to settle any dispute or claim arising under these Terms. However, if you are a consumer residing in the European Union, you may bring a claim in the court of your country of residence under applicable consumer protection laws. Nothing in these Terms affects your statutory rights.

We will first attempt to resolve any dispute through good-faith negotiations. If we cannot resolve the dispute within a reasonable time, either party may initiate legal proceedings. For consumers in the EU, you may also have the right to use the European Commission's online dispute resolution platform (<https://ec.europa.eu/consumers/odr>).

15 — Miscellaneous

- **Severability:** If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect.
- **Waiver:** Our failure to enforce any right or provision in these Terms will not be considered a waiver of those rights.
- **Assignment:** You may not assign, transfer or delegate your rights or obligations under these Terms without our prior written consent. We may assign these Terms and our rights and obligations without your consent.
- **Entire Agreement:** These Terms (including our Acceptable Use Policy and Privacy Policy) constitute the entire agreement between you and us regarding the Service and supersede any prior agreements, understandings or arrangements.
- **Force Majeure:** We are not liable for any failure or delay in performance due to circumstances beyond our reasonable control, including acts of God, war, terrorism, civil unrest, labour disputes, supply disruptions, pandemics and failures of third-party services.
- **Electronic Communications:** You consent to receive communications from us electronically, such as emails, texts or notices posted on the Service. You agree that all agreements and communications provided electronically satisfy any legal requirement that such communications be in writing.

Contact Information

If you have any questions about these Terms, please contact us at **contactemilis10@gmail.com** by mail at Upkeep Portal, UAB, sausio 15 g., 91236 Klaipėda, Lithuania.

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