



NAUDOJIMOSI SĄLYGOS

1. Services and these Terms and Conditions

1.1. By signing up for the GETSHOPIN services provided on or through the website www.getshopin.lt (the Website) or using any new features or tools which from time to time may be added to the current services (together, the Services) you agree to be bound by the following terms and conditions (the Terms and Conditions) and the Privacy Policy.

1.2. GETSHOPIN is a platform offering a possibility to create and run an e-commerce business. A person having an account with GETSHOPIN (the Account Owner or you), acting in accordance with these Terms and Conditions, the Privacy Policy and applicable laws, may create/run its on-line shop or other e-commerce project (the Account Owner's Business) and offer or otherwise make available through the Account Owner's Business any content (the Content) to third parties. The Services of GETSHOPIN are limited only to provision of the platform and tools for the Account Owner's Business and GETSHOPIN does neither run, contribute to or in any other way influence the Account Owner's Business, nor contribute, analyze, evaluate, change, amend, monitor or control in any way the Content.

1.3. These Terms and Conditions and the Privacy Policy constitute an agreement between GETSHOPIN and the Account Owner, under which GETSHOPIN will provide the Services to the Account Owner. If you do not agree to any of these Terms and Conditions or the Privacy Policy, please do not use the Services. If you have any questions related to these Terms and Conditions or the Privacy Policy, please [contact us](#).

2. Account

2.1. You may use the Services and become an Account Owner only if you can form a binding contract with GETSHOPIN according to the law applicable to you, and only in compliance with these Terms and Conditions, the Privacy Policy, and all applicable laws. If you sign up for the Services on behalf of your employer or another company or other person, your employer, the company or such other person shall be the Account Owner. By signing up for the Services, you represent and warrant that you have the authority to enter into this agreement with GETSHOPIN and be bound (or bind your employer, a company or other person that you represent) to our Terms and Conditions and Privacy Policy.

2.2. You must provide the full shop-name and a valid email address of the Account Owner in order to complete the signup process and open your GETSHOPIN account (the Account). At all times when you provide GETSHOPIN with any data or information, you must provide with accurate and complete information as requested.

2.3. In the event of any doubts regarding the Account ownership and/or identity of the Account Owner or its representative, GETSHOPIN reserves the right to request



documentation to determine or confirm the Account ownership and/or the identity of the Account Owner or its representative.

2.4. It is your responsibility to keep safely the passwords and other data and devices needed to log-in to your Account. GETSHOPIN cannot and will not be liable for any loss or damage from your failure to maintain the security of your Account or password.

2.5. The Account Owner is responsible for the Account Owner's Business and any Content posted or made otherwise available through its Account. However, if you ever notice any compromise or unauthorized use of your Account, please [contact us](#) immediately.

2.6. GETSHOPIN will have the right to close the Account without a prior notice to you, if GETSHOPIN believes that the use of such Account violates these Terms and Conditions, Privacy Policy or any applicable laws.

3. Use of Account and Services

3.1. You may not use the Account and/or the Services for any illegal or unauthorized purpose nor may you, in the use of the Account and/or the Services, violate any applicable laws. When using the Account and the Services the Account Owner must ensure that: (a) the Account Owner's Business and/or the use of the Account and/or the Services does not (i) violate or infringe upon any copyright, trademark, other property and/or non-property rights of others and/or applicable laws; (ii) create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to any person;

(b) the Content does not (i) contain any illegal information or content or any content that may be deemed to be abusive, violent, harmful, harassing, racially, ethnically, sexually or otherwise offensive, infringing privacy of others or defamatory; or (ii) contain any virus, malware or otherwise create a risk of any loss or damage to any property (including computer systems, devices, and other hardware) of GETSHOPIN or any other persons.

3.2. The Account Owner must also ensure that he/she/it will not:

(a) attempt to probe, scan, or test the vulnerability of any system or network used by GETSHOPIN or breach any security or authentication measures, or attempt to decipher, decompile, disassemble or reverse engineer any of the software, databases used to provide the Services or any other part of the Services;

(b) avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by GETSHOPIN or any of our providers or any other third party to protect the Services;

(c) otherwise violate any applicable law or these Terms and Conditions or Privacy Policy; or

(d) encourage or enable any other person to do any of the activities prohibited by these Terms and Conditions, Privacy Policy or applicable laws.

3.3. GETSHOPIN reserves the right to refuse provision of the Services to anyone for any reason at any time.

3.4. We reserve the right to provide our Services to your competitors and make no promise of exclusivity in any particular market segment. You further acknowledge and agree that



GETSHOPIN employees and contractors may also be GETSHOPIN customers/merchants and that they may compete with you, although they may not use your confidential information in doing so.

4. Payment

4.1. GETSHOPIN offers different types of GETSHOPIN accounts. For more information please refer [here](#). Use of the software comprising the Services, especially the open-source software, is free of charge. In cases of payable accounts, the Services other than the right to use the software (e.g. hosting services, the right to use modifications created by GETSHOPIN) are subject to fees determined by GETSHOPIN and indicated in the Website.

4.2. If you sign up for a payable account, the Services will be billed and paid in advance. No later than five (5) days before the end of the billing period the Account Owner will be informed via the email provided and/or on the Account page of the Account Owner. The payment must be made in advance before the start of the new billing period. In the event of failure to make a timely payment, the payable Account will be automatically converted to a free account and functionalities of the Account will be limited accordingly. Upon payment, the Account Owner will be provided an invoice via the email provided and/or on the Account page of the Account Owner.

4.3. Prices for the Services are subject to change upon a prior notice from GETSHOPIN. Such notice may be provided at any time by posting the changes to the Website.

4.4. All payments are made through third party services. GETSHOPIN is not responsible for any payment process.

4.5. GETSHOPIN does not provide refunds.

5. Intellectual property. Confidentiality

5.1. Any and all individual elements within the Services, including, without limitations, software (except for the open-source software), databases, trademarks, logos, names, texts of these Terms and Conditions, Privacy Policy, and any other page of the Website, pictures, drawings, any other material contained on or made available through the Website or otherwise as part of the Services, and the layout and design of any page of the Website or any part of the Services are exclusively owned by GETSHOPIN. You agree not to copy, modify, display, mirror, frame or otherwise use any of the above without a prior explicit written consent of GETSHOPIN.

5.2. You shall not purchase search engine or other pay per click keywords (such as Google AdWords), or domain names that use GETSHOPIN trademarks and/or variations or misspellings thereof.

5.3. We will not disclose your confidential information to third parties, except as required in the course of providing the Services. Confidential information includes any materials or information provided by you to us which is not publicly known. Confidential information does not include information that: (a) was in the public domain at the time we received it; (b) comes into the public domain after we received it through no fault of ours; (c) we



received from someone other than you without breach of our or their confidentiality obligations; or (d) we are required by law to disclose.

6. Third party links and services

6.1. The Website may contain links to third-party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by GETSHOPIN. We do not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access any third party website, service, or content from the Website, you do so at your own risk and you agree that GETSHOPIN will have no liability arising from your use of or access to any third-party website, service, or content.

6.2. GETSHOPIN or its personnel may from time to time recommend or enable third party software, products, services or website links for Account Owner's consideration or use. Such software, products, services, and links are provided only as a convenience to customers of the Services. Some of the Services made available through the Website may be subject to additional third party licensing terms or third party terms of use, including the ones posted here and incorporated herein by reference. Inclusion of any of the foregoing in the Services does not constitute or imply an endorsement, authorization, sponsorship, or affiliation by or with GETSHOPIN with respect to any third party, any third party's website or its content, or any information, products, or services provided by a third party.

6.3. These Terms and Conditions and the Privacy Policy do not apply to such third party websites, and the Account Owner should review such third party websites' privacy policies, terms and conditions and business practices as they may be different than the Terms and Conditions and Privacy Policy of GETSHOPIN and it is Account Owner's sole responsibility to comply with such third party terms. Access to any other website is at Account Owner's own risk, and Account Owner's dealings and communications with any third party in connection with such third party's website are solely between the Account Owner and such third party.

7. Liability

7.1. If you use the Services in violation of these Terms and Conditions and/or the Privacy Policy and/or any applicable laws, as determined in our sole and absolute discretion, you agree to indemnify and hold harmless GETSHOPIN and its officers, directors, employees and agents, from and against any claims, suits, proceedings, disputes, demands, liabilities, damages, losses, costs and expenses, including, without limitation, reasonable legal and accounting fees (including costs of defense of claims, suits or proceedings brought by third parties), in any way related to (a) your access to or use of the Services, and/or (b) your breach of any of these Terms and Conditions, Privacy Policy or applicable laws.

7.2. Although GETSHOPIN will not be liable for your losses caused by any unauthorized use of your Account, you may be liable for the losses of GETSHOPIN or others due to such unauthorized use.



7.3. GETSHOPIN will have no liability to you or any third party for any failure by GETSHOPIN to perform its obligations under these Terms and Conditions and/or Privacy Policy and/or applicable laws in the event that such non-performance arises as a result of the occurrence of an event beyond the reasonable control of GETSHOPIN, including without limitation an act of war or terrorism, natural disaster, failure of electricity supply, riot, civil disorder, or civil commotion or other event of force majeure.

8. Limitation of liability. Disclaimers

8.1. YOU EXPRESSLY UNDERSTAND AND AGREE THAT GETSHOPIN SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OF OR INABILITY TO USE THE SERVICES (OR ANY PART OF THEM). IN NO EVENT SHALL AGGREGATE LIABILITY OF GETSHOPIN EXCEED THE AMOUNT OF THE MONTHLY FEE PAYABLE BY THE ACCOUNT OWNER AT THE TIME THE DAMAGES OCCURED.

8.2. YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. GETSHOPIN DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. GETSHOPIN DOES NOT WARRANT THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE. GETSHOPIN DOES NOT WARRANT THAT THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS, OR THAT ANY ERRORS IN THE SERVICES WILL BE CORRECTED.

8.3. IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY GETSHOPIN, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS (INCLUDING WITHOUT LIMITATION ITS CALL CENTER OR CUSTOMER SERVICE REPRESENTATIVES), WHETHER DIRECTLY OR INDIRECTLY, WILL (A) CONSTITUTE LEGAL OR FINANCIAL ADVICE OR (B) CREATE A WARRANTY OF ANY KIND WITH RESPECT TO THIS WEBSITE OR THE SERVICES, AND YOU SHOULD NOT RELY ON ANY SUCH INFORMATION OR ADVICE AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION.

8.4. GETSHOPIN MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THIRD PARTY SOFTWARE, PRODUCTS OR SERVICES AND WILL NOT BE LIABLE FOR ANY SOFTWARE, PRODUCTS OR SERVICES THE ACCOUNT OWNER RECEIVES FROM THIRD PARTIES.

8.5. THE FOREGOING DISCLAIMERS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THESE TERMS AND CONDITIONS OR YOUR USE OF THE SERVICES OR THE WEBSITE.

9. Closing of Account. Termination

9.1. The Account Owner may close its Account at any time by [contacting us](#).



9.2. If at any time GETSHOPIN becomes aware of the facts or circumstances or has a ground to believe (at its sole and absolute discretion) that any use of the Account and/or the Services and/or the Account Owner's Business and/or Content violates or infringes or might violate or infringe upon any property and/or non-property rights of others and/or applicable laws, GETSHOPIN shall have the right to immediately without any prior notification of the Account Owner, temporarily block or permanently close the Account which was used in relation to such activities. GETSHOPIN also has the right to provide any competent authority or any other third party having the right to such information, with the name and other details of such Account Owner.

9.3. We reserve the right to modify or terminate the Services for any reason, without notice at any time.

10. Amendments

10.1. GETSHOPIN reserves the right to update and change the Terms and Conditions and/or the Privacy Policy by posting updates and changes to the Website. You are advised to check the Terms and Conditions and the Privacy Policy from time to time for any updates or changes that may impact you.

10.2. By continuing to access or use the Services after revisions of the Terms and Conditions or the Privacy Policy become effective, you agree to be bound by the revised Terms and Conditions and/or Privacy Policy (as the case may be). If you do not agree to the new or revised Terms and Conditions and/or Privacy Policy, please stop using the Services.

10.3. GETSHOPIN reserves the right at any time to modify or discontinue the Services (or any part thereof) with or without notice.

10.4. GETSHOPIN shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Services.

11. Governing Law and Jurisdiction

11.1. These Terms and Conditions and the Privacy Policy shall be governed by and construed in accordance with the laws of the Republic of Lithuania.

11.2. Any dispute, controversy or claim arising out of or in connection with the Services, these Terms and Conditions and Privacy Policy or any breach, termination or validity of these Terms and Conditions and Privacy Policy shall be settled by our mutual negotiations. For any dispute you have with GETSHOPIN, you agree to first [contact us](#) and attempt to resolve the dispute with us by mutual negotiations. Where no agreement is reached within twenty (20) business days, such dispute or controversy shall be resolved by the courts of the Republic of Lithuania.

12. Other Terms

12.1. All notices and other communications relating to the Services, these Terms and Conditions, and Privacy Policy, will be electronic and will be made available on the Website or through the Account.



12.2. These Terms and Conditions and the Privacy Policy become a binding agreement to the Account Owner as of the moment the Account Owner signs up for the Services. Digital confirmation of the Account Owner's agreement with these Terms and Conditions and the Privacy Policy shall have the same legal force as the original hard copy of the agreement signed by the authorized representatives of the Account Owner and GETSHOPIN and attested by their seals (if applicable).

12.3. If any provision of these Terms and Conditions or the Privacy Policy is or becomes invalid, either in whole or in part, the validity of the remaining provisions shall not be affected.

12.4. You are not entitled to assign your rights and/or obligations under these Terms and Conditions or the Privacy Policy without our prior written consent.