Terms and Conditions

1.) Company Details:

Company name: SWTE Group Ltd.
Registered Office: Hatar ut 12. 2724 Ujlengyel, Hungary
Regsitration Number: 13 09 188554 (Recorded in the Registry Court of the Budapest District Court)
VAT number: 26095587-2-13 (EU VAT number: HU26095587)
E-mail address: info@swte.ltd

Hosting provider: SWTE Group Ltd.
E-mail address of hosting provider: info@swte.ltd

Language of this contract is English. This contract is not a written contract and will not be filed.

2.) Privacy Policy
By using https://swiftperformance.io or any subdomains of swiftperformance.io (Website) you accept the
Privacy Policy

3. License Only
By using Swift plugins or purchasing a license for a Swift plugin you agree to these terms. You own a
license to use the plugin, you do not own itself (the source code, images, etc.).

4. License Use
You can use **Single licenses** on single WordPress install, **Multi licenses** on 4 WordPress installs. You can
use **Developer license** on unlimited WordPress installs. Licenses are subscription based, there are 1 year,
3 months and 1 month subscription models. After the subscription was expired, or cancelled for any
reason the customer can still use the plugin, however the API access (includes all APIs, like: Compute API,
Image Optimizer API, Font API), and the support will be limited.

We also provide Non-profit and Non-commercial licenses with limitations for discounted price.

Non-profit license can be used by: Non-profit organizations for any project, government organizations for
non-profit projects, any person or organization for a charity project. Can not use the Non-profit license

political parties and any person or organization engaged in political activities.

Non-commercial licenses can be used for: blogging, portfolio page, resume – for job hunt, personal branding. Your site may can generate income from ads, but you can't sell any service/product (including PR articles) on the site. Using Non-commercial license is not allowed for politically active sites.

You can start using Swift Performance with non-profit or non-commercial license without manual review, however please keep in mind, if your project doesn't meet the requirements you may have to upgrade to regular license.

You may purchased a **lifetime license** for a one-time fee for a limited time only. The lifetime license includes all future updates, support and API usage during the product's lifecycle. Until the product is supported and API functions are available for the product, there is no additional fee applied for support, API usage and future updates (Swift's LIFETIME DEAL was offered for limited time… that time passed and LTD won't be repeated.)

The **developer license** may not be used by web hosting companies on behalf of their customers. Our policy is, that when you provide the plugin with another service (eg. an Agency or create websites for clients) you can do it, but simply resell or install on hosting accounts, is forbidden.

5.) Pricing and subscription

The actual pricing is always available on the Website. If there are any promotion, we always exactly define the terms, start and the end date of the promotion. Our prices on the Website are in US dollar, and they does not include VAT, however you can always see the applied taxes and fees at the checkout.

When you purchase a license, it means you subscribe to the service. The subscription is for an indefinite period, however you can cancel the subscription anytime, by sending a Cancel request from the members area (My account) on the Website.

When you pay with credit card you accept that we will save the credit card and payment data, and share it with our payment processor (see details in Privacy Policy) for automatic payments.

Recurring subscription fees are charged automatically. If you have a valid subscription on the renewal day, you have to pay the service fee for the whole next period.

From 2021.03.22. users can subscribe for free subscription (Lite license) as well. Lite license includes monthly 1000 compute API requests, and 500 image optimizer API requests. If the user run out of credits, he can still use the plugin, but API requests will not available for the user. Each request costs 1 credit, except Viewport based critical CSS, which costs 2 credits.

Lite license requires a working e-mail address and a site URL where the user will use the plugin. Lite license doesn't include any support. Generated Lite license keys will work only for the site where it was generated.

The agreement is concluded for an indefinite period, can be cancelled without any particular reason by any parties via electronic message.

6.) Create subscription and payment process

Steps to create a subscription:

1. Go to the website
2. Select license type
3. Check the order summary and correct any errors
4. Accept Terms and conditions
5. Select the payment method (see details below)
6. Confirm the order and price (including VAT)
7. Complete payment:

   Customer can pay the subscription fee with PayPal or credit/debit card directly. Subscription will be automatically renewed unless the customer cancel the subscription at least one day prior the renewal. If customer cancelled the auto-renewal, the subscription can be renewed manually by the customer.

   Pay with PayPal: to checkout with PayPal the customer can use customer's PayPal account for the checkout. There must be a credit/debit card linked for the account. When customer is using PayPal for the payment, the customer will be redirected to PayPal and confirm the subscription. After the successful payment customer will be redirected to the Website and finishing the order.

   Pay with credit/debit card: to checkout with credit/debit card the customer need to fill card data on the Website, then the card data will be forwarded to the credit card payment processor (Braintree powered by PayPal). Credit/debit card data (except CCV) will be saved for recurring payments. Customer may need to use 3D secure and/or strong customer identification.

If customer doesn't cancel the subscription, subscription fee for the next period must be payed fully, on the first day on the next period. If the payment has been failed, the subscription will be suspended, but the customer still have to pay the full subscription fee regarding the next period.

7.) Refund Policy

You can request a refund without any specific reason within 14 days from the initial purchase. After 14 days no refunds can be processed. We may refuse the refund request if you already purchased and used the plugin before, or you created the subscription after a previous, processed refund request.

Refund requests are processed as soon as possible, but latest within 14 days from the request.

Refund can be applied only for the subscriptions which met the requirements. Other services, especially but not only the Configuration service, custom jobs, extended support are not refundable regarding Government Decree 45/2014. (II. 26.) a.)

You can cancel your subscription any time you want. To avoid getting charged for the next billing period, you need to cancel at least one day before the next scheduled billing date. If you have a quarterly fee and cancel this on the first day of the new billing period, the subscription will be terminated at the end of this period, and you won't get a refund for the current one. The same with the monthly or annual subscription model. You will not be eligible for the refund even if you cancel your subscription one second after the renewal. **In short: renewals are not refundable**.

You can not request refund if we terminated your subscription because license abuse.

Consumer can't withdraw from the contract regarding Government Decree 45/2014. (II. 26.) m.): *the provision of digital content not supplied on a tangible medium if the performance has begun with the consumer's prior express consent and his acknowledgment that hereby loses his right of withdrawal.*

However both business and consumer customers can ask refund for 14 days without any particular reason.

8. License Abuse
We can track license activation. If we find that you break the license agreement, we reserve the right to terminate your license. We also reserve the right to terminate your license if you share it with other users. If we terminate your license due to abuse, we can not refund your money.

9. Liability Release
You release SWTE Group Ltd, all of our employees, contractors, associates from ALL liability for any damages what Swift plugins may cause. This waiver of liability also applies to your use of our website and all transactions with any server or service that I provide, either directly or indirectly. You use the app at your own risk and you have been warned that it may cause damage.

10. Warranty
If the customer qualifies as consumer, to warranty the provisions of Act V of 2013 of Hungarian Civil Code apply.

Defective performance

The supplier fails to perform properly if the service does not meet the quality requirements set out in the contract or the law at the time of performance. The supplier did not fail to perform the service correctly if the receiver was aware of the error at the time of the conclusion of the contract or should have been aware of the error at the time of the conclusion of the contract.

A contract between a Consumer and a Business shall be null and void if it derogates from the provisions of this Article concerning warranty and security to the detriment of the Consumer.

Several warranty rights apply only to customers who qualify as Consumers under the Hungarian Civil Code.

Customer as Business: A person who acts in the course of his/her trade, profession or business.

Liability claim

The customer can exercise a liability claim against the Business, in the event of the improper fulfilment of the contract according to the rules of the Hungarian Civil Code.

The customer may, if he/she so decides, exercise the following liability claims: request repair or replacement, unless the fulfilment of the customer's choice would be impossible or disproportionate to the requirements of the Business. If a repair or replacement is not requested or offered, the customer may request a pro-rata reduction in relation to the expense of the defect to the customer, or may adjust or else terminate the contract. The customer may switch from one selected right of liability to another, however, the cost of the transition will be borne by the customer, unless warranted or provided by the Business.

Product warranty

In the event of a defect in a movable (product), the customer may, at its option, claim a liability or product warranty claim.

The customer can request the repair or replacement of the defected product.

A product is defective if it does not meet the quality requirements applicable at the time of placing on the market or if it does not have the characteristics stated in the manufacturer's description.

The product warranty claim can be made against the producer or distributor. The defect of the product shall be proved by the customer in case of claiming the product warranty.

The manufacturer (distributor) shall not be liable for a defective product if it can prove that:

- the product was not manufactured or placed on the market in the course of business, or
- the defect was not recognisable at the time of placing the product on the market in the light of general scientific and technical knowledge, or
- the defect in the product is the result of the application of a legal or regulatory requirement.

At least one reason must be given for the manufacturer (distributor) for exemption.

Guarantee

In the event of defective performance, in line with Government Decree 151/2003. (IX. 22.), the Service Provider shall be liable if the customer qualifies as a Consumer.

The right of selection of the guarantee claim is as follows:

1.) the product may require repair or replacement unless it is impracticable to perform the selected warranty, or if it would result in a disproportionate additional cost to the obligee compared to fulfilling another guarantee claim, taking into account the value of the service in defective condition, caused a loss of interest; or

2.) request a proportionate reduction of the consideration, correct the defect at the receiver's own expense or repair, or cancel the contract if the receiver has not undertaken to repair or replace it, or (...) is unable to meet his/her obligation, or his/her interest in repair or replacement has ceased.

There is no possibility of withdrawal for an insignificant fault.

Correction or replacement should be carried out within a reasonable time, taking into account the nature of the matter and its intended purpose by the right holder.

The Company is only exempt from the guarantee obligations only if it can prove that the fault was caused after the accomplishment of the contract.

Warranty is limited to refunding non-conforming Products or Products containing a latent defect.

In order to file a claim, the Customer must report the existence of a defect or non-conformity within fourteen days of making the purchase.re
If customer does not qualifies as consumer we still provide fourteen days money back guarantee from the first purchase (see *7.) Refund policy*)

The Customer is solely liable for the choice, storage and use of the Products. No claim may be made

under the warranty in the event of misuse.

11. Support

We provide support during the whole subscription period.

Support includes

- Technical questions about the item's built-in features, functionality and API
- Assistance with reported bugs and issues

Support does not include

- Customization
- Installation
- Server configuration
- Any other job which is not related to the plugin

All complaints should be send via the support system: https://swiftperformance.io/my-account/support

Every support ticket has a unique ticket number. Customer should get the unique ticket number in an automated response right after opened the ticekt. The SWTE Group will answer all compalints as soon as possible, but not later than seven days.

12. Severability

If any part of this agreement is found to be unenforceable or invalid, that part shall be dropped and the remainder of the agreement will still apply.

13. Consumers

Consumers can use ODR platform for dispute resolution: https://ec.europa.eu/consumers/odr/main/

Consumers also can request help for dispute resolution from Budapest Conciliation Board operated by the *Budapest Chamber of Commerce and Industry*

Address: Krisztina krt. 99. 1016 Budapest, Hungary
Phone: 06-1-488-2131
E-mail: bekelteto.testulet@bkik.hu
Website: bekeltet.bkik.hu

14. Final Provisions

This agreement will be governed by and construed in accordance with the laws of Hungary and shall be subject to the exclusive jurisdiction of the court of Hungary. If you do not agree with or fully accept these terms, we ask that you do not place an order with us.

Last modification 2021.04.28.