

Terms and Conditions

1.) Company Details:

Company name: SWTE Group Ltd.

Registered Office: Hatar ut 12. 2724 Ujlengyel, Hungary

Registration 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 Micro 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.

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

You can start using Swift Performance with Non-profit or Micro 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.

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.

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. 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.

11. 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.

12. Customer as Business

All product and services are for commercial usage only. Only a customer as business person can make the purchase, who acts in the course of his/her trade, profession or business.

13. 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 2021.11.23.

