

General Terms and Conditions - BGGlobalhosting.com & thewebsitebuilders.eu

Definitions

- General Terms and Conditions: These conditions, including appendices, are an integral part of the agreement between BGGlobalhosting.com & thewebsitebuilders.eu and the Website Holder, referred to as 'we,' 'us,' or 'our': the company BGGlobalhosting.com & thewebsitebuilders.eu, located at Blvd./Str. Blackbeard Brave No. 3, fl. 3, app. 13, Sofia, Bulgaria and St. Georgi Dimitrov 58, 2587, Bersin, Bulgaria. Registered at the Chamber of Commerce with number 207378054.
- Service: The website and online software provided and hosted by BGGlobalhosting.com (which is the Client Portal) & thewebsitebuilders.eu (the landing website) for the user (also referred to as 'Website Holder').
- Website Holder: The (legal) person who uses the Service, referred to as 'you,' 'your,' or 'yours.'
- Agreement: The contract between BGGlobalhosting.com (Client Portal) & thewebsitebuilders.eu and the Website Holder based on which services are provided, including these General Terms and Conditions and any appendices.

Applicability

- These General Terms and Conditions apply to all offers made by us and agreements concluded with us. If you use your own general terms, they are not applicable.

Formation of Agreement

- The agreement between you and BGGlobalhosting.com (Clientportal) & thewebsitebuilders.eu is established after you have completed all data in the registration process and agreed to the General Terms and Conditions.
- We reserve the right to deny a request for setting up a web store without stating a reason.

Rights and Obligations of BGGlobalhosting.com & thewebsitebuilders.eu

- We strive to keep the Service fully available at all times but cannot guarantee uninterrupted access. If the Service is not fully available, we will try to resolve the issue as soon as possible, in accordance with Article 10 of these Terms.
- In cases of force majeure (e.g., terrorist attack, war, staff strike, fire, natural disaster, digital attacks like DDoS), we may suspend or terminate the Service. We are not obligated to compensate you for any damages in such cases.
- We can make changes to the Service at our discretion without consulting you and may use third parties for the execution of our services.
- We may implement technical measures to protect our Service, which you are not allowed to remove or bypass.

- We may inform you via email about updates to the Service and additional services from our partners. You can opt out of these communications.

Rights and Obligations of the Website Holder

- You are granted a non-exclusive and non-transferable right to use the Service for setting up and managing one (1) website for the duration of the Agreement.
- We require some personal data to know who we are doing business with and how to contact you. You must provide truthful and up-to-date information in the 'Company Details' section of the management environment.
- For executing the Agreement, we process your personal data, aiming to secure it as much as possible from third parties. Our Privacy Policy outlines how we handle the data we collect.
- In some cases, we also process data from your customers on your behalf, such as during the order process on your website. According to the law, we are the 'processor,' and you are the 'controller.' Provisions regarding this role division are included in Appendix 1 of these Terms.
- We may be required by law to provide your personal data to authorities like the police or judiciary. We will inform you unless legally prohibited from doing so. If we are required to provide your data, we are not responsible for the consequences for you.
- You are responsible for operating your website in compliance with laws and regulations. We reserve the right to temporarily close your website if it violates any laws, such as:
 - Selling stolen products.
 - Offering products or services prohibited by law (e.g., weapons, drugs, gambling-related services).
 - Infringing on the intellectual property rights of third parties (e.g., selling counterfeit branded items).
 - Violating the privacy of others, such as by distributing personal data without consent.
 - Attempting unauthorized access to other computers or spreading viruses.

If a third party notifies us of unlawful conduct on your part, we will inform you and request a response within a week. Depending on the situation, we may intervene immediately if necessary.

- We have the right to suspend the Service, remove materials, or block the use of the Service if you breach these Terms, infringe on third-party rights, or overload our systems. We will notify you as soon as possible.
- We may share your contact details with a complaining third party if their claim is deemed reasonable and complies with legal requirements.

Pricing

- As a European company, our service prices are listed in euros, excluding taxes like VAT. We may adjust our prices periodically due to inflation or changes in supplier rates. This does not constitute grounds for early termination of the Agreement.

- Typographical errors in our listed prices allow us to charge the correct price.

Payments

- You will receive a monthly invoice, payable within 14 days. If you have authorized us for automatic debit and it fails, we will notify you, allowing 14 additional days for payment.
- We may restrict access to the Service if you fail to pay on time. This may include blocking or quarantining your domain name, making it inaccessible to you and your customers.
- If you do not pay on time, we may involve a debt collection agency. All associated costs will be charged to you.

Intellectual Property

- All intellectual property rights to your data or materials remain with you.

Duration and Termination

- The Agreement is for one (1) year. If you wish to terminate it after a year, you must do so in writing via email or post at least one month before the end of the term. If not terminated, the Agreement automatically renews for another year.
- We may terminate the Agreement immediately in certain cases, such as:
 - Your bankruptcy or request for suspension of payments.
 - Loss of control over your assets.
 - Non-compliance with any provisions of these Terms, especially Article 5.6.

Immediate termination does not relieve you of your obligation to pay outstanding invoices.

Liability

- We are only liable for direct damages resulting from a breach of the Agreement, limited to:
 - Reasonable costs incurred to ensure our performance meets the Agreement.
 - Reasonable costs for determining the cause and extent of damages, provided they relate to direct damages.
 - Reasonable costs for preventing or limiting damages if proven effective.
- We are not liable for indirect or consequential damages or losses you incur due to service disruptions, even if caused by third parties. We are not responsible for loss of sales or other indirect losses.
- Our total liability is capped at the amount you paid in the twelve (12) months preceding the damage-causing event.
- Our liability only arises if you notify us in writing of our failure to perform, providing a reasonable period for correction, which we fail to meet.

Third Parties

- We are not involved in the business you conduct via the website and are not a party to any agreements you make with your customers. You are fully responsible for your product offerings, quality, and compliance with legal regulations.
- If we are held accountable by third parties for matters you are responsible for, you must indemnify us, including covering any legal costs.

Domain Names

- If you acquire a domain name as part of the Service, we register it in your name with a registrar of our choosing. You authorize us to accept terms or enter agreements on your behalf for domain registration.
- You are responsible for providing accurate data required for registration. Any direct or indirect costs arising from incomplete or incorrect information can be charged to you.
- Upon termination of the Agreement, you are responsible for maintaining your domain name registration. We can assist by providing a transfer code, subject to your fulfillment of all payment obligations.

Changes to the Terms

- We reserve the right to amend these Terms, even for ongoing agreements. Updated Terms will be available on our website and communicated to you via email at least 14 days before they take effect.
- Minor changes or changes required by law can be made without your acceptance.