

This Terms of Service (this "Agreement", "Terms") is between VMS DIRECT LLC ("we", "us", "System", "Platform" or "VMS") and the person ("you", "User" or "Customer") using our services ("Services" or "Service"). We provide you with access to our System that helps you create websites, manage their content and customization as well as hosting services and domains. Listed below are the terms and conditions of using our System. They are necessary in order to maintain good practice and protect us and yourselves.

1. Creating an account

To enter the System you need to provide a name, email, and password and to agree to the terms and conditions listed below. You will be given a unique VMS URL for each of the websites you create. It is your responsibility and yours only to keep and maintain the safety of your account and password. If the information given by you is untrue, wrongful or in violation of our terms, we can suspend or terminate your account. The email used for the registration of the account is considered as the owner of the account and has the right to request assistance from us regarding the account. You are solely responsible for the activities from your account, the maintenance and confidentiality of the credentials to access that account.

You must immediately notify us if you know or have any reason to suspect that your Account or password have been stolen, misappropriated or otherwise compromised or in case of any actual or suspected unauthorized use of your Account.

2. Your Content

2.1. You are responsible for any content that is in your website such as images, videos, audio files, design elements, logos, fonts, texts and more. We are not responsible for any of your content. We are also not responsible for content that has been lost because of the use of VMS, it is your obligation to keep safe and back-up regularly your content. We do not monitor what content has been used in a website and we are not to be held responsible for anyone breaking the terms and conditions, but we have the right to delete such harmful content or even terminate accounts if so.

2.2. You own all intellectual property associated with your account such as images, videos, audio files, design elements, logos, fonts, texts and any other materials and files created by you and existing on your website. You hereby grant VMS the non-exclusive, royalty-free, unalterable, interchangeable rights to your website content in order for Us to provide you with VMS'S Services.

2.3. We may choose to highlight or feature your website in our website for marketing or promotional purposes. You grant us a perpetual, worldwide, royalty-free, non-exclusive right and license to use any version of Your Sites, or any portion of Your Sites, including without limitation names, trademarks, service marks or logos on Your Sites, for the limited purpose of VMS marketing and promotional activities. For example, we may feature Your Sites on our Themes page, on the Customers sections of our sites or on our social media accounts. You waive any claims against us relating to any moral rights, artists' rights or any other similar rights worldwide that you may have in or to Your Sites or names, trademarks, service marks or logos on Your Sites and any right of inspection or approval of any such use. You can opt out of being featured by contacting us at [contact \[at\] GETVMS.com](mailto:contact@GETVMS.com). This Section does not affect any rights you may have under applicable data protection laws.

3. Your Obligations

3.1. You certify and warrant that you are at least 16 years of age. People under the age of 16 are not permitted to use our services.

3.2. To keep your VMS account login information safe

3.3. To provide us with up to date, accurate and valid personal information at all times.

3.4. You own the rights to any content uploaded by you on your website, including images, videos, audio files, design elements, logos, fonts, texts and anything that you do have the rights to use.

3.5. The content materials can not be used in an unlawful or harmful way.

3.6. You must notify us immediately if you become aware of any unauthorised use of your account.

3.7. Your content must not be illegal, unlawful, threatening, abusive, harassing, tortuous, vulgar or obscene in any way, must not infringe any person's legal rights.

3.8. You may not send unsolicited messages (SPAM) or any unethical advertising of such sort that is considered as "spam" or harmful in any way (e.g., "junk mail," "spam," "chain letters," "pyramid schemes," etc.;). You must comply with our anti-spam policy ([link here](#)).

3.9. You should not upload viruses, worms, Trojan horses or any other malicious code, files, or programs that may interrupt, destroy, or limit the functions and services of VMS.

3.10. You may not upload content that contains scam.

3.11. You may not try to hack, break or override the functions and stability of VMS or try to exploit the System in any way.

3.12. You may not use the System to create any scam websites and promotions with misleading content that can harm or scam visitors.

3.13. You may not use VMS for distributing, storing or, in any way, using the System for pornographic or adult content and services.

3.14. You represent and warrant that your use of the Services is not contrary to law, including without limitation applicable export or import controls and regulations and sanctions.

3.15. You can't in any way try to harm the reputation of VMS and their partners by leaving harmful comments, untrue and misleading information about the product or any sort of intentional damage to the reputation of VMS.

3.16. You acknowledge and agree that If you are reasonably found guilty of violating of any of these rules and obligations, this may cause immediate termination of your account with no refund for the services that have already been paid for. You may also be forbidden from having an account in the System.

3.17. Email Marketing and Automations - you are not allowed to continually delete and re-import subscribers into your sending account. For example, you can't be on a plan that allows you to send to 1000 contacts and attempt sending to 10,000 contacts by deleting and importing new subscribers.

3.18. You must be able to verify each subscriber to which you attempt to send an email from the platform. You have to ensure that all subscribers that you add manually or import have provided their consent to receive marketing messages from you. You almost must verify that all email addresses are valid.

4. Third Party Services

Our Services are integrated with various third party services ("Third Party Services") for specific purposes that you may interact with while using VMS. Example for such services is the Payment Processor used to collect the payments for your subscriptions. These Third Party Services may have their own terms and policies, and your use of them will be governed by those terms and policies. We don't control Third Party Services, and we're not liable for Third Party Services or for any transaction you may enter into with them, or for what they do. Your security when using Third Party Services is your responsibility. You also agree that we may, at any time and in our sole discretion, and without any notice to you, suspend, disable access to or remove any Third Party Services. We're not liable to you for any such suspension, disabling or removal, including without limitation for any loss of profits, revenue, data, goodwill or other intangible losses you may experience as a result (except where prohibited by applicable law).

5. User Content

The sites created using VMS may contain user content that is in violation of the permitted usage of the platform ("3.Your Obligations"). We do not endorse or support such content. We're not a publisher of, and we're not liable for, any User Content uploaded, posted, published or otherwise made available via the Services by you or other users. You're responsible for taking precautions to protect yourself, and your computer or network, from

User Content accessed via the Services. Any such content detected or reported to us will be removed as a violation of the allowed usage of the Services.

6. What we provide and our rights

VMS provides a website and funnel building system, templates (themes), email marketing and automations, appointment scheduling, website hosting from third party companies and domain registration from third party companies. The images used for the creation of the mockup themes are released under Creative Commons CC0 (<https://creativecommons.org/publicdomain/zero/1.0/deed.en>). VMS does not hold any rights to images used for the creation of the themes.

We have the right to change parts or all of the services and functionalities at any given time, to remove or suspend parts or all of the services and functionalities, we have the right to suspend and terminate access of your Account to parts or all of the services and change the eligible criteria of using the Services.

HTTPS certificates are issued to any correctly connected domain to a website on VMS. You do not have an option to disable the HTTPS certificates, they are assigned automatically to any new domains connected to VMS.

7. Trial Subscription

VMS provides a 14 day trial to all newly created websites and you can use the services according to the Agreement for the period of those 14 days. Upon completion of those 14 days the website will become non-active (expired) until the User subscribes for the paid VMS services. Trial period is permitted for you, the User, to be able to test and create a website to your liking before committing a paid subscription. VMS has the right to terminate or cancel trial subscriptions at any time for any reasons. We can delete the content of any trial or expired website without notice. We are not in any way to be held responsible for any deleted content from a website build on VMS. Under the 14 day trial you can also send email marketing campaigns to up to 100 subscribers. All emails and subscribers should comply with our anti-spam policy.

8. Service Fees

- 8.1. Service fees are applicable upon signing for the paid services of VMS that can be monthly or yearly.
- 8.2. All Fees are in USD and are exclusive of all taxes and you are responsible for payment thereof. VMS is not liable for any taxes or fees related with commercial products.
- 8.3. The payment for the applicable fee is in advance of your subscription period according to the Agreement.
- 8.4. You can upgrade or downgrade at any time. If upgrading, you will be charged the difference between the two subscription plans for the extra services. Downgrade refunds are applicable only for yearly subscriptions, up to 14 days after the subscription is made. There are NO refunds for monthly downgrades. If downgrading from a yearly subscription, a calculated amount will be refunded to you according to the actual service fees of the two subscription services. Downgrading may cause a loss of information and services due to the difference between the plans.
- 8.5. Refunds are allowed only for yearly subscriptions and up to 14 days after the subscription is made. If such a refund is issued by the User, he will be refunded the full amount he has paid. The refund amount might be subject to transfer taxes that will be for the cost of the User and will be transferred to the card used for paying the initial subscription cost. Refunds are NOT applicable for “Combo Deals” or “Exclusive Deals” (Custom design and development).
- 8.6. If a custom domain is claimed with an yearly subscription and the Customer cancels their services in the 14 day refund period, the full amount of the domain will be deducted of the refunded amount.
- 8.7. At the end of a contract term, the services will be automatically renewed for the same period of time until EXPLICITLY canceled by the User. Cancellation must be made via the System and at least 24 hours prior to the end of the contract period. To cancel your services or the automatic renew please do that by going to Dashboard -> Billing and select the desired option there.
- 8.8. If you purchase VMS subscription services, you agree to VMS and third party services to use and store your credit/debit card information. You authorize us to charge you for any VMS Services that you may purchase and any applicable taxes connected with the payment card services. You will reimburse us for all collection costs and interest for any overdue amounts. If the payment card expires or you do not provide us with a new payment card nor cancel your subscription, you authorize us to continue billing you and you will remain responsible for any uncollected Fees.
- 8.9. You are responsible for the fair usage of your website and you can be charged for abnormal server or traffic usage on our unlimited subscription plans. You will be charged for the resources used by your website.
- 8.10. Chargebacks - If you contact your bank or credit card company to decline, chargeback or otherwise reverse the charge of any payable fees to us (“Chargeback”), we may automatically terminate your Account. We reserve our right to dispute any Chargeback.
- 8.11. Email Marketing Addons & Other Addons - these are additional recurring addons to your current subscription plan. You can opt out from the addon at any

time from the billing section the same way the addon is enabled. Addons are non-refundable.

- 8.12 Email Marketing Email Usage Addon - if you reach your monthly email sending limits, you have the ability to pay an additional fee per 1000 emails. This fee will be charged at your next monthly billing cycle and the fee will depend on the number of emails sent on top of your monthly email sending limit. For example, if you send an additional 1500 emails on top of your allowed monthly email sending limit, you will be charged for 2 addons of 1000 emails each. You can enable the email sending addon from the billing area in your account. Enabling the addon will not send you a notification when your monthly email sending limits are reached, instead a fee for all extra emails will be charged once a month. All email sending addons are NON REFUNDABLE. If you fail to cover the fees for your email sending addons generated during your last month's usage, we have the right to terminate your subscription even if you are subscribed for a full year.

9. Service Cancellation

Failure to comply with any of VMS'S terms or pay due fees you entitle VMS to cancel or suspend your account services and website. You can cancel your services at any time, no questions asked. We are not in any way held responsible for any damages and losses due to cancellation of services.

10. Termination

We reserve the right to change, suspend or discontinue, or terminate, restrict or disable your use of or access to, parts or all of the Services or their functionality at any time at our sole discretion and without notice.

You can terminate your services at any time without a cause according to the cancellation procedures.

If the Agreement terms are violated it may result in penalties or immediate termination of services without payment refund in any way.

Upon termination VMS has the right to delete all files, data or information associated with the terminated account.

11. Domains

With subscribing for yearly subscription you have the right to claim a free custom domain (only for the first year of annual subscription). All domains are brought to you by third

party companies partnering with us to provide such service, in this case Namecheap, Inc. By claiming a domain you are agreeing with the domain register company's terms and conditions (<https://www.namecheap.com/legal/>) and our participation in the purchasing of the domain.

If you issue a refund and claim a free custom domain you will be charged the fee for the specific domain purchase. The fee will be taken from the refund sum. Transferring domain might be subject to further fees from the third party domain provider.

You are the legal and rightful owner of the registered domain. Your domain registration will be automatically renewed with each yearly payment according to our price plan, unless cancelled from the admin panel or by contacting a support representative of VMS.

Once a register of a domain is made, it is final and there cannot be a refund or change of domains.

12. WARRANTY AND DISCLAIMER

VMS shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by VMS or by third-party providers, or because of other causes beyond VMS'S reasonable control, but VMS shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, VMS DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND VMS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

13. INDEMNITY

To the fullest extent permitted by law, you agree to indemnify and hold harmless VMS and its affiliates and its and their directors, officers, employees and agents from and against all damages, losses, liabilities, costs, claims, demands, fines, awards and expenses of any kind (including without limitation reasonable attorneys' fees and costs) arising out of or related to: (a) your breach of this Agreement; (b) your User Content, Your Sites and Your e-commerce; (c) any claims by, on behalf of or against your End Users; (d) your violation of any law or regulation or the rights or good name of any third party; and (e) any claims from

tax authorities in any country in relation to Your e-commerce operations, including without limitation your sales to individual consumers (including distance sales) and other operations for which VMS may be held jointly and severally liable. Your indemnification obligations under this Section shall not apply to the extent directly caused by our breach of this Agreement or, where you are an EU Consumer, to the extent that the consequences were not reasonably foreseeable.

14. LIMITATION OF LIABILITY

You acknowledge and agree that to the fullest extent permitted by applicable law, in no event will VMS and its affiliates and its and their directors, officers, employees and agents be liable with respect to any claims arising out of or related to the Services or this Agreement for: (a) any indirect, special, incidental, exemplary, punitive or consequential damages; (b) any loss of profits, revenue, data, goodwill or other intangible losses; (c) any damages related to your access to, use of or inability to access or use parts, some or all of your Account, Your Sites or parts or all of the Services, including without limitation interruption of use or cessation or modification of any aspect of the Services; (d) any damages related to unavailability, degradation, loss, corruption, theft, unauthorized access or, unauthorized alteration of, any content, information or data, including without limitation User Content and Your e-commerce data; (e) any User Content or other conduct or content of any user or third party using the Services, including without limitation defamatory, offensive or unlawful conduct or content; or (f) any Third Party Services or third party sites accessed via the Services.

You acknowledge and agree that these limitations of liability are agreed allocations of risk constituting in part the consideration for VMS's services to you, and such limitations will apply even if VMS has been advised of the possibility of such liabilities.

15. Modifications

Modifications of the Service. VMS may make modifications and changes on the existing services or components and will use reasonable efforts to notify all its Customers about those changes. The changes are effective upon the date of the change. VMS shall not be liable for modifications and actions of third party services.

Modifications to the Agreement and the Fees may occur. You will be notified prior to those changes being applied to your account. If you refuse or fail to pay such fees we will cancel your subscription.

16. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with VMS's prior written consent. VMS may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind VMS in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorney's fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the Bulgarian laws without regard to its conflict of laws provisions.