

BGS DREAM FACTORY LTD

PWS (Professional Website Services)

Agreement 3.1

Terms, conditions and important information;

General

Article 1G: Wix infrastructures are used for the services provided.

Article 2G: The transfer of the Websites will be done through Wix.

Article 3G: Changes can be made within the service period, provided that the agreement is mutually agreed. In case of changes made by us, the terms and conditions of the agreement on the date you purchased the service are valid until the service you purchased expires. If the new agreement is not accepted, no new service sale or renewal will be made.

Article 4G: In case of any changes in the agreement by us, it will be communicated to you. Please read the updated agreement carefully. The agreement is deemed to be accepted in your purchase after transmission.

Article 5G: Payment of the fee is received after acceptance of this agreement.

Article 6G: After the fee is received, the construction phase of the website is a maximum of one month. If the given time is exceeded due to intensity, the fee is refunded if requested. If not requested, the construction phase can be continued.

Article 7G: When you receive service from BGS DREAM FACTORY LTD for the first time, the website construction phase is started. The time spent at this stage is within the one-year period mentioned in the purchase. If you have already received service from BGS DREAM FACTORY LTD and your website has been created, there will be no loss of time if you renew your package.

Article 8G: Video duration, lead forms, space per form, subscriptions, sales in multiple currencies, automatic sales tax, sales on shopping platforms and similar minor features may vary from package to package. Which features are available can be checked in the package details section before purchasing the package.

Article 9G: You can review the current version of the contract on the legal page of our website. If you have purchased a service, you must accept the current version when renewing the service. You can track the change status of the contract via the contract number.

Article 10G: In the current version of the contract, the changed and newly added clauses will be shown in orange. The changed parts of the changed articles will be written more clearly. In addition, clauses deleted from the previous contract will appear crossed out.

Domain

Article 1D: Domain name is not included in our packages.

Article 2D: Your website will not be published without purchasing a domain name.

Article 3D: You can preferably add our domain name service to your package.

Article 4D: If your domain name is managed by BGS DREAM FACTORY LTD, the domain name will be inactive when you terminate your package.

Article 5D: You can transfer the domain name to your preferred domain provider (account) at any time. The transferred domain name will not be managed by BGS DREAM FACTORY LTD.

Article 6D: Our customers with existing domain names can use their domain names.

Article 7D: Some domain names that are operated by us and reminded to you at the time of payment but not paid on time can be purchased by BGS DREAM FACTORY LTD in accordance with our company policy. We usually apply this process to prevent the domain names of some websites we serve from being taken by someone else. The management of the domain name by BGS DREAM FACTORY LTD or its transfer to you may require an annual fee as well as a domain reactivation fee. Current fees are available on our support page.

Article 8D: Domain names for which the fee is not paid on time become publicly available. BGS DREAM FACTORY LTD is not responsible for being taken by another person.

Article 9D: Wix infrastructures are used in domain name purchases.

Pricing

Article 1U: In order to avoid service interruption, the website renewal fee will be charged ten days before the service end date.

Article 2U: If the fee is not paid, your website will be closed for use on the service end date and no part of the system will be available.

Article 3U: After the fee is received by you, the service (website) will remain active for 1 year (except for the website construction phase). It can be deactivated or reactivated at your request. After acceptance of the agreement and receipt of the fee by you, the fee will not be refunded.

Article 4U: If you wish to take over your Website and domain names, you must create a Wix account. We can transfer your website to your Wix account at any time. The plans of the transferred websites sold by BGS DREAM FACTORY LTD are cancelled. It is completely disconnected from BGS DREAM FACTORY LTD and its support is terminated.

Article 5U: The domain name fee operated by us will be collected ten days before the expiry of the domain name in order to prevent service interruption.

Right of Withdrawal

Article 1B: If you do not pay again after the expiry of your annual packages, the agreement will be terminated. After your agreement is terminated, you can continue the service without any problems within 15 days if you re-approve the current agreement and pay the fee. After the 15-day period has passed, you will be charged a reactivation fee. You can access the current fees from our support page.

Article 2B: If you want to leave during the service period, the fee is not refunded because BGS DREAM FACTORY LTD has paid Wix.

Article 3B: The domain name can be transferred to another site during or after the termination of the service. You do not need to take over the domain name for this. In this case, since the domain name will not be available on the site within the service, it will remain unavailable until the new domain name is connected.

Article 4B: If the website is taken off the air upon your request in the packages that have been paid and the service period continues, the payment for the remaining period is not made. The website can be reactivated free of charge until the end of the service period.

Problem Status

Article 1S: If you report a problem with the service, if you are within the service period, our team will investigate the problem and its source. If the problem is caused by us, it will be solved, if it is caused by the companies we receive service from, we will try to solve it in a short time by contacting their authorised representatives.

Article 2S: Some problems occur due to the companies providing the infrastructure. In this case, BGS DREAM FACTORY LTD will provide the necessary communication for the solution. In case of failure to find a solution, all responsibility belongs to the companies we serve.

Article 3S: BGS DREAM FACTORY LTD does not accept responsibility for problems caused by the narrowing of bandwidth by countries.

Article 4S: We do not provide services to websites where prohibited and illegal products will be sold and illegal services will be provided. We control this issue while the website is in the installation phase. In the event that the installation phase is completed and occurs on active websites, the responsibility belongs to the relevant customer. In case the website is blocked by the state, BGS DREAM FACTORY LTD does not accept responsibility and does not refund the fee.

Article 5S: As BGS DREAM FACTORY LTD, we may suspend or stop the service we provide to you in case of illegal situations. In cases where the agreement regarding illegal content is terminated by BGS DREAM FACTORY LTD, no refund is made for the remaining period.

Monthly Design Change (Additional Design Change)

Article 1A: Each package has a different number of design changes. This number means how many design changes you can request on the site during the month.

Article 2A: When using design change rights, five design change rights will be used in case of changing the entire page, three design change rights will be used in case of changing an in-page section, and two design change rights will be used in case of changing a large element or group of elements within the section. For smaller operations other than these, one design change right shall be used.

Article 3A: In case your design change rights expire, you can make extra purchases. Extra purchase prices are available in the support section of our website with the current amounts and the fees may vary as it is a non-service purchase.

Article 4A: You can use your remaining design change rights as a revision request if you withdraw your decision after the use of the design change right you have approved. One design change right will be considered as one revision request.

Article 5A: The design change rights you have chosen are renewed every month. Your previously unused rights will not be carried over to the next month.

Contact

Article 1F: Our communication channels will be kept open during working hours and if there is no negative situation, your communication request will be returned during the day. You can find our current working hours on the support page.

Article 2F: In the event that we have difficulty reaching you, a design that you do not want may appear due to the fact that our design expert cannot fully imagine the design you want during the initial setup or on sites where design changes are requested. This period is three working days for sites during the initial setup and two working days for sites in case of design change. If the given periods expire, the relevant part of the site can be changed with additional design change rights.

Article 3F: You will be contacted via your contact options registered in our system. You can change your contact options at any time from your DF account or by contacting your representative.

Additional Configuration

Article 1E: If you purchase our Wix-Virtual POS Consulting service (This service will only be available to payable package owners), we will list the companies operating in your country and offering virtual POS services before the service (Only valid for Wix contracted companies). We will then ask you to start the consulting service. Upon request, we will advise you and guide you through the application process of the virtual pos service you have chosen. If the company offering Virtual POS service finds your request negative, we do not accept responsibility and we do not refund the fee for our consultancy service. Before purchasing the consultancy service, we recommend that you carefully review the agreements and details of the virtual pos company you want to apply for.