

MetaCMS — Legal Documentation Bundle

Company: ITMETA LTD (Cyprus)

Website: metasite.pro

Effective Date: [Insert Date, e.g., May 20, 2024]

1. TERMS AND CONDITIONS

These Terms and Conditions ("Terms") govern the relationship between ITMETA LTD, a company registered in Cyprus (Makedonias 25, Pyla 7080, Larnaca, "Company", "We", "Us") and any person or entity ("Client", "You") using the MetaCMS software and associated services.

1.1 Nature of the Product (Marketplace Disclaimer)

MetaCMS is a Content Management System (CMS) software infrastructure designed to enable Clients to build and operate their own online marketplaces or websites.

ITMETA LTD IS A SOFTWARE PROVIDER ONLY. We do not operate, control, or monitor the Client's marketplace. We are not a party to any transactions between the Client, their vendors, and their end-users. The Client is the sole operator and legal "Controller" of their platform.

1.2 Client Obligations & Compliance

The Client is solely responsible for ensuring that their marketplace complies with all applicable local and international laws, including but not limited to:

- The EU Digital Services Act (DSA) and Consumer Protection Laws.
- Taxation, VAT collection, and invoicing of end-users.
- Verifying the identity of vendors (KYC/AML) and the legality of listed goods/services.

1.3 Intellectual Property & Licensing

Upon payment, the Client is granted a limited, non-exclusive, non-transferable license to use MetaCMS. The Client may not: reverse engineer, decompile, or resell the software code without a separate Partnership Agreement with ITMETA LTD.

1.4 Limitation of Liability

THE SOFTWARE IS PROVIDED "AS IS". To the maximum extent permitted by Cyprus law, ITMETA LTD shall not be liable for any indirect, incidental, or consequential damages, including loss of profits, data, or business reputation. Our total liability is capped at the amount paid by the Client in the 12 months preceding the claim.

1.5 Governing Law & Jurisdiction

These Terms are governed by the laws of the Republic of Cyprus. Any disputes shall be subject to the exclusive jurisdiction of the courts in Larnaca or Nicosia, Cyprus.

2. PRIVACY POLICY (GDPR COMPLIANT)

2.1 Data Roles

ITMETA LTD acts as a Data Controller for our direct Clients' information. However, regarding the data of the Client's end-users (marketplace visitors/buyers), ITMETA LTD acts as a Data Processor. The Client remains the Data Controller for their own users.

2.2 Information We Collect

We collect: Names, email addresses, phone numbers, and project-related data provided during registration. We also collect IP addresses and browser metadata for security and analytics.

2.3 Third-Party Processors

We use third-party tools to provide our services, including Google Analytics, Meta Pixel, and payment processors (Stripe/PayPal). Data transfers outside the EEA are protected by Standard Contractual Clauses (SCC).

2.4 User Rights

Under GDPR, you have the right to access, rectify, or erase your personal data. For requests, contact info@itmeta.ltd.

3. COOKIE POLICY

We use cookies to enhance your experience and analyze traffic.

Type	Purpose	Duration
Necessary	Security, Session & Consent	Session / 6 months
Analytics	Google Analytics (Usage tracking)	2 years
Marketing	Meta Pixel (Targeted ads)	3 months
Auth token	Authorization token on the website	1 months

Non-essential cookies are only loaded after your explicit consent.

4. REFUND POLICY

4.1 Software Licenses

Due to the digital nature of MetaCMS (software code and license keys), all sales are final. No refunds shall be issued once the software has been downloaded or the license key provided to the Client.

4.2 Custom Development Services

Payments for custom development, integrations, or consultancy are non-refundable. Deposits are used to reserve development resources and are also non-refundable.

4.3 Chargebacks

Initiating an unauthorized chargeback will result in immediate termination of the software license and technical support.

5. ACCEPTABLE USE POLICY (AUP)

To protect the reputation of MetaCMS, Clients are strictly prohibited from using the software to operate marketplaces involving:

- Illegal drugs, prescription medication without licenses, or prohibited substances.
- Weapons, explosives, or ammunition.
- Counterfeit goods or items infringing on IP rights.
- Content promoting hate speech, violence, or child exploitation.
- Unlicensed financial services or "Get Rich Quick" schemes.

ITMETA LTD reserves the right to terminate any license found in violation of this AUP without notice or refund.