

Terms of Service

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These Terms govern your access to and use of Cling.se, as well as Cling products and services. Our Services are offered subject to your acceptance, without modification, of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, Cling's Privacy Policy and procedures that may be published from time to time by Cling (collectively, the "Agreement"). You agree that we may automatically upgrade our Services, and the Agreement will apply to any upgrades. Please read the Agreement carefully before accessing or using our Services. By accessing or using any part of our Services, you agree to become bound by the Agreement. If you do not agree to all the terms of the Agreement, then you may not access or use our Services.

1. Who's Who

Throughout these Terms, "you" applies to both individuals and entities that access or use our Services. If you are an individual using our Services on behalf of an entity, you represent and warrant that you have the authority to bind that entity to the Agreement and that by using our Service(s), you are accepting the Agreement on behalf of that entity. We use the term "Designated Countries" to refer to Australia, Canada, Japan, Mexico, New Zealand, Russia, and all countries located in the European continent. If you reside in the "Designated Countries," your Agreement is with Cling Group AB. If you reside outside of the "Designated Countries," your Agreement is with Cling Group AB. We refer to Cling Group AB as Cling" or "we" throughout these Terms.

2. Your Account

Where use of our Services requires an account, you agree to provide us with complete and accurate information when you register for an account and keep the information current. This is important because sometimes we may need to send you notable updates (for example, about changes to our Terms of Service or Privacy Policy), or we may want to let you know about and make informed choices in response to legal inquiries or complaints.

You will be solely responsible and liable for any activity that occurs under your account. You are responsible for keeping your account information up-to-date and for keeping your password secure.

You are responsible for maintaining the security of your account and you are fully responsible for all activities that occur under your account and any other actions taken in connection with our Services. You shall not share or misuse

your access credentials. You must immediately notify us of any unauthorized uses of your account or of any other breach of security. We will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions.

When you create a Cling.se account, we consider that to be an inquiry about our products and services, which means that we may contact you to share more details about what we have to offer. Don't worry – if you aren't interested in learning more, you can opt out of the marketing communication, whether it's an email, phone call, or text message.

3. Minimum Age Requirements

Our Services are not directed to children. Access to and use of our Services is only for those over the age of 13 (or 16 in the European Union). If you are younger than this, you may not register for or use our Services.

4. Responsibility of Visitors and Users

We have not reviewed, and cannot review, all of the content (such as, but not limited to, text, photo, video, audio, code, computer software, items for sale, or other materials) displayed on proposals or invoices created with our Services by our users or anyone else and are not responsible for any use or effects of such Content. So, for example:

5. Fees, Payment, and Renewal

Cling Fees

Fees for Paid Services. Some of our Services are offered for a fee. Depending on the Paid Service, there may be one-time fees, recurring fees, or revenue-based fees. For recurring fees, we'll bill or charge you for in regular automatically-renewing intervals (such as monthly, annually, or biennially), on a pre-pay basis until you cancel, which you can do at any time by contacting the relevant support team.

Taxes. To the extent permitted by law, or unless explicitly stated otherwise, all fees are exclusive of applicable federal, provincial, state, local or other governmental sales, goods and services, harmonized or other taxes, fees, or charges now in force or enacted in the future ("Taxes"). You are responsible for payment of all applicable Taxes relating to your use of our Services, your payments, or your purchases. If we are obligated to pay or collect Taxes on the Fees you've paid or will pay, you are responsible for such Taxes, and we may collect payment for such Taxes.

Payment. If your payment fails or if Paid Services are otherwise not paid for or paid for on time, we may immediately cancel or revoke your access to the Paid Services. If you contact your bank or credit card company to decline or reverse the charge of fees for Paid Services, we may revoke your access to our Services in general.

Automatic Renewal. To ensure uninterrupted service, recurring Paid Services are automatically renewed. This means that unless you cancel a Paid Service before the end of the applicable subscription period, it will automatically renew, and you authorize us to invoice you or use any payment mechanism we have on record for you to collect the then-applicable subscription fee (as well as any Taxes). By default, your Paid Services will be renewed for the same interval of time as your original subscription period. For example, if you purchase a Cling.se annual plan, you will be charged each year for the following 12-month period. We may charge your account up to one month before the end of the subscription period. It is your responsibility to make sure you are checking your email (including any spam or other filters) in order to receive any reminder email we send to you in advance of renewal. The date for the automatic renewal is determined automatically based on the date of the original purchase and cannot be changed.

Cancelling Automatic Renewal. You can manage and cancel your Paid Services. To cancel a Cling.se plan email us at support@cling.se or reach out to us via our support chat that is visible on cling.se.

Fee Changes. We may change our fees at any time, or start charging fees for Services that were previously free. When applicable, we may give you advance notice of the fee changes. If you don't agree with the fee changes, you must cancel your Paid Service.

No-Show Policy. We may have a "no-show policy" for some Paid Services, which means that if you fail to show up or are late for a scheduled session, we may withhold the Service without a refund.

Refunds. While you may cancel a Paid Service at any time, refunds are issued in our sole discretion, unless otherwise required by applicable law.

b. Fees Collected by Website Owners

Fees Paid to users Cling users sell items (goods, content, services, etc.) displayed on proposals they create in Cling and they collect payments using Clings services. Please note that we are not involved in what our users sell (including the quality, timing, pricing, or legality of what may or may not be included in exchange for payment, or any goods or services purchased). If you purchase items from one of our users, your purchase is directly from the user, who is solely responsible for the items sold. Please contact the users if you have any questions or complaints.

Refunds. We are not responsible for refunds for fees paid to a user because those transactions are between users and their customers. If you would like to request a refund for any fees paid to a user, please contact the user.

6. General Representation and Warranty

You represent and warrant that your use of our Services:

- Will be in strict accordance with these Terms;
- Will comply with all applicable laws and regulations (including, without limitation, all applicable laws regarding online conduct and acceptable content, privacy, data protection, the transmission of technical data exported from the United States or the country in which you reside, the use of financial services, notification and consumer protection, unfair competition, and false advertising);
- Will not use the Services for any unlawful purposes, to publish illegal content, or in furtherance of illegal activities;
- Will not infringe or misappropriate the intellectual property rights of any third party;
- Will not overburdened Cling’s systems, as determined by us in our sole discretion;
- Will not disclose sensitive personal information of others;
- Will not be used to send spam or bulk unsolicited messages; and
- Will not interfere with, disrupt, or attack any service or network;

7. Specific Service Terms

a. Cling.se Websites and Accounts

[Cling.se](#) enables you to create and send proposals and invoices among other things. We would love for you to use it. Cling.se’s basic service is free, and we offer [paid plans](#) for advanced features. Our service is designed to help take care of your customer relationships and sell more.

License. By submitting Content and information to Cling to display on your public profile, you grant Cling a world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt, and publish the Content solely for the purpose of displaying, distributing, and promoting your Company. This license also allows Cling to make any publicly-posted Content available to third parties selected by Cling.

Removing Content. If you delete data, we will use reasonable efforts to remove it from public view or from view by the authorized visitors, but you acknowledge that caching or references to the Content may not be made immediately unavailable.

Attribution. We reserve the right to display attribution text or links in your proposals, invoices and emails that are sent with Cling, attributing Cling.se, for example. Some of these attributions may not be altered or removed.

8. Copyright Infringement and DMCA Policy

As we ask others to respect our intellectual property rights, we respect the intellectual property rights of others. If you believe that material located on or associated with ad Cling product or service violates your copyright, please notify us in accordance with Cling's Digital Millennium Copyright Act. We will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material.

9. Intellectual Property

The Agreement does not transfer from Cling to you and Cling or third party intellectual property, and all right, title, and interest in and to such property will remain (as between the parties) solely with Cling, the Cling.se logo, and all other trademarks, service marks, graphics, and logos used in connection with Cling.se or our Services, are trademarks or registered trademarks of Cling of Cling's licensors. Other trademarks, service marks, graphics, and logos used in connection with our Services may be the trademarks of other third parties. Your use of our Services grants you no right or license to reproduce or otherwise use and Cling or third party trademarks.

12. Changes

We are constantly updating our Services and that means sometimes we have to change the legal terms under which our Services are offered. These Terms may only be modified by a written amendment signed by an authorized executive of Cling, or by the posting by Cling of a revised version. If we make changes that are material, we will let you know by posting on one of our blogs, or by sending you an email or other communication before the changes take effect. The notice will designate a reasonable period of time after which the new terms will take effect. If you disagree with our changes, then you should stop using our Services within the designated notice period, or once the changes become effective. Your continued use of our Services will be subject to the new terms. However, any dispute that arose before the changes shall be governed by the Terms (including the binding individual arbitration clause) that were in place when the dispute arose.

13. Termination

We may terminate your access to all or any part of our Services at any time, with or without cause, with or without notice, effective immediately. We have the right (though not the obligation) to, in our sole discretion terminate your Services, if we believe your accounts storage or bandwidth usage is out of hand and/or burdens our systems, or terminate or deny access to and use of any of our Services to any individual or entity for any reason. We will have no obligation to provide a refund of any amounts previously paid.

If you wish to terminate the Agreement or your Cling.se account, you may simply discontinue using our Services, or, if you are using a paid service, you may cancel at any time, subject to the Fees, Payment, and Renewal section in these Terms.

All provisions of the Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

14. Disclaimer of Warranties

Our Services are provided “as is” Cling and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither Cling, nor its suppliers and licensors, makes any warranty that our Services will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, our Services at your own discretion and risk.

15. Jurisdiction and Applicable Law.

This Agreement shall be governed by and construed in accordance with the laws of Sweden, without regard to its choice of law provisions.

16. Limitation of Liability

In no event will Cling, or its suppliers, partners, or licensors, be liable with respect to any subject matter of the Agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed \$50 or the fees paid by you to Cling under the Agreement during the twelve (12) month period prior to the cause of action, whichever is greaterd Cling shall have no liability for any failure or delay due to matters

beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

17. Indemnification

You agree to indemnify and hold harmless Cling, its contractors, and its licensors, and their respective directors, officers, employees, and agents from and against any and all losses, liabilities, demands, damages, costs, claims, and expenses, including attorneys' fees, arising out of or related to your use of our Services, including but not limited to your violation of the Agreement or any agreement with a provider of third-party services used in connection with the Services, Content that you post, and any ecommerce activities conducted through your or another user's website.

18. US Economic Sanctions

You expressly represent and warrant that your use of our Services and/or associated services and products is not contrary to applicable U.S. Sanctions. Such use is prohibited, and we reserve the right to terminate accounts or access of those in the event of a breach of this condition.

19. Translation

These Terms were originally written in English (US). We may translate these terms into other languages. In the event of a conflict between a translated version of these Terms and the English version, the English version will control.

20. Miscellaneous

This Privacy Policy was used under a [Creative Commons Sharealike](#) license thanks to folks at [Automattic](#).

The Agreement constitutes the entire agreement between Cling and you concerning the subject matter hereof. If any part of the Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of the Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may assign your rights under the Agreement to any party that consents to, and agrees to be bound by, its terms and conditions. Cling may assign its rights under the Agreement without condition. The Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.