

Terms and Conditions ("Terms")

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These terms and conditions outline the rules and regulations for the use of Klipworks A/S' websites and mobile applications.

Klipworks A/S
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Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the <https://klipworks.com> website, the <https://app.klipworks.com> website and the Klipworks mobile application (all of which from hereon will be referred to as the "Service") operated by Klipworks A/S ("us", "we", or "our").

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

Minors or people below 18 years old are not allowed as admins on the Service.

Pricing & Purchases

The current pricing for each tier can at any time be found under the Subscription menu on app.klipworks.com or be given by contacting Klipworks A/S directly. In the case of customized enterprise solutions the price is negotiated on a case by case basis and agreed upon in a separate contract.

We reserve the right to change the prices on ongoing subscriptions on a 30 day notice. Any change in pricing will be communicated to the subscriber via the email given at the creation of their specific account.

If you wish to purchase any product or service made available through the Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your:

- Name
- Email
- Company name
- Phone number
- Credit card information

Any ongoing payments in relation to the plan chosen will be charged on the credit card provided at the time of Purchase.

If a payment fails we will try to renew the subscription for 3 consecutive days. If the payment fails on the last day we will downgrade the subscribers plan to our free plan. This downgrade will only affect Content produced after the downgrade.

As outlined in our Privacy Policy you have the right at any time to request the information we hold on your account, and demand it be deleted if you wish.

Any cancellations of ongoing subscriptions are however subject to the Terms and Conditions stated under the heading "Subscriptions & Cancellations".

Subscriptions & Cancellations

Some parts of the Service are billed on a subscription basis ("Subscription(s)"). You will be billed in advance on a recurring monthly basis if signing up to a monthly subscription, and on a recurring yearly basis if signing up for a yearly subscription.

A monthly subscription is defined as being 4 weeks from the day of Purchase.

A yearly subscription is defined as being 52 weeks from the day of Purchase.

Subscriptions are active immediately after completing a Purchase.

Cancellations

Monthly subscriptions can be cancelled at any given time and will terminate on the last day of the remainder of the 4 week subscription period.

Yearly subscriptions can be cancelled at any given time and will be terminated on the last day of the remainder of the 52 week subscription period.

Cancellations can be received via email on info@klipworks.com or can be initiated by deleting the credit card information on the account of the subscriber.

If we suspect violation of our Terms and Conditions we reserve the right to temporarily or permanently shut down a subscriber's account.

Intellectual Property Rights

Our Service allows you to create, post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material ("Content"). It is your responsibility that the Content you produce does not violate any international laws, Danish laws and laws specific to the country in which the Content is produced.

Furthermore it is your responsibility that your Content is not invading any third-party's rights.

Klipworks A/S reserves the right to remove or temporarily hide any of your Content from the Service at any time without notice if suspected to be/found to be in violation of the Terms.

Other than the Content you produce, under these Terms, Klipworks A/S and/or its licensors own all the intellectual property rights and materials contained on the Service.

You are granted limited access for purposes of viewing and distributing the material contained on the Service.

We reserve the right to showcase your Content in non-public meetings with potential customers or partners. If you wish to deny us this right, we ask you to contact us via email at info@klipworks.com

Privacy

Any personal data provided by you or contained within your Content is stored safely and securely and is only handled by personnel with administrative access. For details on data handling and compliance we refer to our privacy policies on klipworks.com, app.klipworks.com and in the Klipworks App respectively.

Links To Other Web Sites

Our Service may contain links to third-party web sites or services that are not owned or controlled by Klipworks A/S.

We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third party web sites or services. We do however screen any partners for practices that do not align with ours before committing to a partnership.

You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such websites or services.

Restrictions

You need written permission from Klipworks A/S for:

- selling, sublicensing and/or otherwise commercializing any part of the Service;
- using the Service in any way that is or may be damaging to it;
- using the Service in any way that impacts user access to it;
- using the Service contrary to applicable laws and regulations.

It is not in any way accepted to:

- cause harm to the Service, or to any person or business entity related to it;
- engage in any data mining, data harvesting, unauthorized data extracting or any other similar activity in relation to the Service;
- use the Service for producing and sharing pornographic material.

A violation of the above can lead to a ban from using any services provided by Klipworks A/S.

Certain areas of the websites and mobile applications are restricted from being accessed by you, and Klipworks A/S may further restrict access by you to any areas, at any time, in absolute discretion. Any user ID and password you may have for the Service are confidential and the user must maintain confidentiality as well.

No warranties

The Service is provided “as is,” with all faults and shortcomings, and Klipworks A/S express no representations or warranties, of any kind related to the Service nor the materials contained therein.

Also, nothing contained on the Service shall be interpreted as advising you.

Limitation of liability

In no event shall Klipworks A/S, nor any of its officers, directors and employees, be held liable for anything arising out of or in any way connected with your use of the Service whether such liability is under contract.

Furthermore Klipworks A/S, including its officers, directors and employees shall not be held liable for any indirect, consequential or special liability arising out of or in any way related to your use of the Service.

Indemnification

You hereby indemnify to the fullest extent Klipworks A/S from and against any and/or all liabilities, costs, demands, causes of action, damages and expenses arising in any way related to your breach of any of the provisions of these Terms.

Severability

If any provision of these Terms is found to be invalid under any applicable law, such provisions shall be disregarded without affecting the remaining provisions herein.

Changes to and Variation of Terms

Klipworks A/S reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 7 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By using the Service you are expected to review these Terms on a regular basis.

Any additions, modifications and/or variations to these Terms will be brought to your attention via email and/or push notification through our mobile application.

Assignment

Klipworks A/S is allowed to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification. However, you are not allowed to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

Entire Agreement

These Terms constitute the entire agreement between Klipworks A/S and you in relation to your use of the Service, and supersede all prior agreements and understandings.

Governing Law & Jurisdiction

These Terms will be governed by and interpreted in accordance with the laws of the State of Denmark, the EU and international law, and you submit to the non-exclusive jurisdiction of the state and federal courts located in Denmark for the resolution of any disputes.

Contact

If you have any questions about these Terms, please contact us via email at info@klipworks.com