

# Terms and Conditions

Effective 1 Januari, 2023

Clickin is a content sharing platform that enables brands, companies, influencers and creators to connect their audiences across their platforms.

Welcome to Clickin!

These Terms (and the policies we link to) apply to your use of our website (<https://clickin.dev>), webapp and any other software or features provided in connection with our services (collectively the “Platform” or “Clickin”). When we say “we”, “our” or “us” in these Terms, we’re referring to Clickin.

Please read these Terms carefully and reach out if you have any questions. If you don’t agree with all of them them, please don’t use Clickin.

## Your account

When you create an account, you agree to comply with these Terms and that you’re (i) over 18, and (ii) legally able to enter these Terms with us. You must provide us with accurate info about yourself – if anything changes, please let us know so we can update your details.

If you’re using Clickin on behalf of a business or individual, you agree that you’re authorised by them to act and agree to these Terms on their behalf.

You're responsible for anything that happens to your account, so keep your login details and password safe and don't share them with anyone. If you think your account has been compromised, please contact us immediately.

You must not assign or transfer your account to someone else, or use your account (or allow it to be used by anyone) in a way which in our reasonable opinion, causes damage to Clickin or our reputation, or infringes another's rights or applicable laws and regulations.

### Your username

We know the username you choose is very important to you. But it's also important that your username is appropriate for all audiences and doesn't infringe anyone's rights, including intellectual property rights (such as copyright and trade marks) ("IP Rights").

You can't use the name of another person (such as a celebrity), brand or company, have a username that is offensive, vulgar or obscene, or create an account with a username that you have no connection with just to profit from it in the future (known as "Domain Squatting").

If any of these issues occur over your username, we'll consider the circumstances reasonably and may require you to change it (and we may reassign it to someone else). If you refuse, we may suspend or cancel your account. If someone claims that your username infringes their IP Rights, they'll need to email [devclickin@gmail.com](mailto:devclickin@gmail.com) and supply sufficient evidence of their rights, you'll have the chance to then issue a Counter Notice.

If you've not signed in or added new links or had any traffic to your account in the last 6 months we may reclaim or reassign your username (but never without contacting you first).

## Your content – what is and isn't allowed

Our [Community Standards](#) set out what content is and isn't allowed on Clickin, so please make sure you follow them, otherwise we may suspend or permanently remove your account.

When we talk about your “content”, we mean the text, graphics, videos, links, and any other materials you add to your Clickin profile. You're responsible for your content and you warrant that:

- it's yours or if you're using third party content, you have all of the rights needed to post it on Clickin (and to let us use it in accordance with these Terms);
- none of your content will violate the privacy, publicity, IP or other rights of anyone else;
- your content will not (i) be misleading or deceptive, intended or designed to misinform, or likely to misinform a reasonable person, (ii) cause either of us to break any laws or legal obligations, and (iii) bring us into disrepute or damage our reputation;
- your content doesn't contain any viruses or other harmful code, files, or programs designed to interrupt or damage the functionality of the Platform or any other software, hardware or device;
- you will not use, or authorise others to use, automated scripts or other scraping tools to collect information from your profile, or the Platform;
- you won't post any unauthorised advertising, solicitations or endorsements on Clickin; and
- all of your content complies with the [Community Standards](#).

Since laws and regulations differ from country to country, we may ban content that might be legal in some countries, and to take whatever action we think necessary, including removing content or restricting access to it or the Platform.

## Your content – what we can do with it

When you post content on your profile, you grant us a licence to (i) use, publicly display, distribute, modify, adapt and create derivative works of such content; and (ii) use your name, image, voice, photograph, likeness and any other personal attributes in the content; on the Platform and in our marketing in all media (such as our social channels and any other advertising). This licence is worldwide, royalty-free and perpetual, which means we can use your content anywhere in the world, without paying you fees, for as long as we like. You agree that you have all third party rights necessary to post the content on Clickin and to grant us this licence.

You'll retain all of your rights in your content. But keep in mind that your content will be publicly accessible, and may be used and re-shared by others on Clickin and across the internet.

Please don't share personal info that you don't want visible to the world, and never post social security numbers, passport details or similar info that could cause harm in the wrong hands. You may only post personal info relating to others where you have their consent and have kept a record of it.

We don't have to monitor the accuracy, reliability or legality of your content, but we may choose to do so. We may modify, remove or restrict access to content at any time in line with these Terms or apply a sensitive content warning to content that we deem unsuitable for all audiences.

## Our Platform

All rights (including IP Rights) in and to the Platform (excluding your content) (the "Clickin IP") are and will remain exclusively owned by Clickin or our licensors. You won't acquire any rights in the Clickin IP and you're not allowed to use it (including

our brand name or logo) for any purpose (such as to imply a partnership with, or endorsement from Clickin), without our prior written approval.

As a user, we grant you a limited, revocable, non-exclusive, non-transferable right to use the Platform to create, display, use, play, and upload content in accordance with these Terms. If we provide you with any images, icons, themes, fonts, videos, graphics, or other content, you must only use them on your profile and comply with any guidelines we make available to you.

You must not remove, obscure or alter any proprietary notices or trademarks on the Platform, or make unauthorised copies of, reproduce, distribute, licence, sell, resell, modify, translate, disassemble, decompile, decrypt, reverse engineer, create any derivative works from, or attempt to derive the source code of, the Platform or any part of it. If you visit Clickin profiles (a “profile visitor”), we grant you a limited, non-exclusive, non-transferable right to view and interact with the Platform via user profiles.

To the extent allowed by law, we’re not responsible for any opinions, advice, statements, products, services, offers or other content posted by other users on their profiles.

## Your plan

Your plan will start when you accept these Terms and continue until you cancel it. If you cancel a paid plan it will ordinarily continue until the end of your current billing cycle and then automatically convert to a free plan.

To cancel, visit the billing page (<https://clickin.dev/admin/billing>). To the extent permitted by applicable law, payments are non-refundable. But we know that sometimes your requirements may change. So, if you’ve selected a paid plan, but

cancel within 72 hours, we may make an exception (please email us at [devclickin@gmail.com](mailto:devclickin@gmail.com)).

If you have cancelled your plan and would like to permanently delete your account, you can do so on your '[My Account](#)' page. Remember, if you delete your account, you won't be able to reactivate it or retrieve any of the content or info you have added to your profile.

## Our fees

Subscription fees – If you've chosen a paid plan, you must pay your subscription fees when they fall due. Unless otherwise stated, fees are in EUR and are inclusive of transactional taxes (e.g. GST/VAT).

All subscription fees will be billed in advance on a recurring basis, based on your chosen billing cycle (either monthly or annual). Your paid plan will automatically renew under these Terms (as updated at the time of the renewal) at the end of your billing cycle unless you've cancelled your plan.

You must provide a valid payment method (i.e. credit card) and accurate billing information when you join. In doing so, you authorise us to charge all fees to such payment method. If automatic billing fails, we'll issue you an online invoice, which you must pay within the time indicated.

We may change our subscription fees from time to time, but we'll always give you prior notice (and we will aim to do so at least 1 month in advance). If you don't agree to the revised fees, you can cancel your plan before your next billing cycle starts.

## Privacy & data

Our [Privacy Notice](#) explains how we handle your personal data for our own purposes. Whereas our [Data Processing Addendum](#) (“DPA”) (which is incorporated into these Terms) sets out your responsibilities (and ours) for respecting the privacy rights of visitors to your profile. In creating your account, you agree that where the DPA applies to you, you have read, understood and agreed to it. To find out how we use cookies, visit our [Cookie Notice](#).

All data (and any IP rights in data) that we or the Platform create or generate based on your use (or profile visitors’, or other users’ use) of the Platform or content (“Data”) will be owned by us. We may provide Data or visualisations of Data to you as part of the service we offer on the Platform (we call this “Data Analytics”). We make no representations or warranties as to the accuracy or completeness of the Data Analytics, but we’ll try to make it as accurate and complete as we can.

#### Your visitors & customers

You’re solely responsible for (i) the way in which End Users use and interact with your profile and your content; (ii) complying with all laws in relation to your End Users, and all transactions between you and End Users made through your Clickin.

You also agree that any donations made to you via our “Support Me” feature are made voluntarily, without exchange for any good or service. You must use this feature solely to collect donations for yourself (and not to collect funds for charities or other causes).

#### Feedback

Keep in mind that if you share feedback with us, we’re free to use it however we like, without payment to you (or to not use it at all). We may from time to time make certain functionality of the Platform available to you in “beta” (or similar). You

acknowledge that we are still evaluating and testing such beta functionality and it may not be as reliable as other parts of the Platform.

## Open Source

The platform contains open source software. Certain open source software components are subject to their own applicable licence terms, which are available in our Open-Source Content library (accessible under the 'Legal' section in the app). To the extent that any such licence terms do not permit the relevant open source component to be licensed to you under these Terms, these Terms will not apply to that component, and your rights and obligations in respect of that component will be governed by the applicable licence terms.

## Liability

- We are not liable for any damages suffered as a result of downloading, installing, or using the Platform, or copying, distributing, or downloading any content from the Platform. You have sole responsibility for the adequate protection and backup of your data, content, and devices used in connection with the Platform.
- You will indemnify us against any loss arising out of a breach by you of these Terms, or a third party claim made against us in relation to your content.
- Neither of us will be liable for any indirect, punitive, special, incidental or consequential damage (including loss of business, revenue, profits, use, privacy, data, goodwill or other economic advantage), whether for breach of contract, in tort (including negligence) or otherwise, even if we know such damage is possible.
- Our liability to you under or in connection with these Terms or the Platform will not exceed the greater of the fees you paid to us at the time the liability arose, or €10.

## Disclaimer



Your use of Clickin and any content contained on the Platform is at your sole risk. The Platform is provided on an “AS IS” and “AS AVAILABLE” basis, without warranties of any kind, whether express or implied, including (but not limited to), up-time or availability, or any implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

Clickin, its affiliates and its licensors do not make any express or implied warranties or representations, including that:

- the Platform will function uninterrupted, securely or be available at any time or place;
- any errors or defects will be corrected;
- the Platform is free of viruses or other harmful components;
- the Platform is effective or the results of using the Platform will meet your needs; or
- any content on the Platform (including any user content) is complete, accurate, reliable, suitable or available for any purpose.

These Terms apply to the maximum extent permitted by law and nothing in them is intended to exclude, restrict or modify legal rights that you may have, which cannot be excluded, restricted or modified by contract. If these Terms are governed by the Dutch Consumer Law, our liability to you for not complying with a consumer guarantee is limited to re-supply of the services or payment.

#### Cancelling your account

If you don't comply with these Terms, we may suspend or cancel your account or limit the functionality of the Platform, which you have access to (e.g. if you don't pay your fees on time, we may convert your paid plan to a free plan with less features).

Depending on what the non-compliance is, we may not use this right to suspend or cancel your account, but if there is repeat non-compliance, or a material non-compliance, we are likely to. If we suspend or cancel your account, we will usually notify you beforehand (but we don't have to) and you will not receive a refund of any fees paid upfront.

If you think your account has been cancelled by mistake or you have an issue with these Terms or the Platform, please email [devclickin@gmail.com](mailto:devclickin@gmail.com). Both us and you will use all reasonable efforts to resolve the issue in good faith, and neither of us will bring any legal action on the issue until we have spent at least 1 month trying to work it out.

## Changes

We may need to change these Terms from time-to-time to reflect business updates, changes to the Platform (including if we decide to discontinue any functionality, features or part of the Platform), legal or commercial reasons, or otherwise to protect our legitimate interests.

We can make these changes at any time and it's your responsibility to check these Terms now and then for any changes. However, if a change will have a material negative effect on you, we'll use our best efforts to notify you at least 1 month before the change takes effect (e.g. via a notification on the Platform).

Your continued use of the Platform after any changes to the Terms is taken as your acceptance of the revised Terms. If you don't agree with the changes, we ask you to stop using Clickin and cancel your account.

## A few other things

Laws may apply to you or us as a result of your specific location. If this is the case, and if those laws are inconsistent with any part of these Terms, those laws will take precedence to the extent of the inconsistency.

These Terms (along with the [Privacy Notice](#) and any other policies we link to) make up the entire agreement between you and us in connection with the Platform. No other term is to be included, except where required by law. All implied terms except those implied by statute which cannot be excluded are expressly excluded.

If any provision of these Terms is invalid under the law of any country, then it will be severed from these Terms in that country and the remainder of these Terms will continue to apply.

These Terms are governed by the laws of the Netherlands. Both you and we submit to the exclusive jurisdiction of the courts of those jurisdictions.

Our failure to insist upon or enforce any provision of these Terms will not be considered a waiver of any provision or right. Neither these Terms, nor the Platform, create a relationship of agent / principal between you and us.