

## Terms and Conditions

Last updated: April 1, 2020

Please read these terms and conditions carefully before using Our Service.

By accessing, using or browsing the Site you agree to be legally bound by these Terms and all terms, policies and guidelines incorporated by reference in these Terms. If you do not agree with these Terms in their entirety, you may not use the Site and may choose to exit the Website.

# Interpretation and Definitions

---

## Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions.

The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

## Definitions

For the purposes of these Terms and Conditions:

- **Affiliate** means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- **Account** means a unique account created for You to access our Service or parts of our Service.
- **Company** (referred to as either "the Company", "We", "Us", "Provider" or "Our" in this Agreement) refers to ClinchCM Inc.
- **Content** refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content.
- **Country** refers to: Ontario, Canada
- **Feedback** means feedback, innovations or suggestions sent by You regarding the attributes, performance or features of our Service.
- **Service** refers to the Website and other digital services, associated software, and other services provided by the Provider in accordance with these Terms of Use, together with the characteristics and features as described at [clinchcm.com](http://clinchcm.com) from time to time. The User understands and agrees that it cannot use a Service unless it is licensed by the Provider to use and has paid the applicable fee to use ClinchCM software products.

- **Subscriptions** refer to the services or access to the Service offered on a subscription basis by the Company to You.
- **Free Trial** refers to a limited period of time that may be free when purchasing a Subscription.
- **Terms and Conditions** (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.
- **Third-party Social Media Service** means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.
- **Website** refers to ClinchCM, accessible from <https://clinchcm.com>
- **You** (referred to as either "the User", in this Agreement) means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

## Acknowledgement

---

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions 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 and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

## Subscriptions

---

### Subscription period

The Service or some parts of the Service are available only with a paid Subscription. You will be billed in advance on a recurring and periodic basis (such as daily, weekly, monthly or

annually), depending on the type of Subscription plan you select when purchasing the Subscription.

At the end of each period, Your Subscription will automatically renew under the exact same conditions unless You cancel it or the Company cancels it.

### **Default**

If, at any time, the User is in breach of any term of this agreement, or if the Provider does not receive payment from it for the use of ClinchCM software products (including, without limitation, any of the Services it has subscribed to receive), then without prejudice to any other right or remedy which the Provider may have, the Provider is entitled to suspend or limit the User's use and any employees' self - service use of ClinchCM software products (including all Services). The Provider may at its sole discretion offer the User a grace period during the defaulted payment period and has the right to suspend the service at the end of this period if payment has not been made. The Provider will notify the User of any payment related defaults.

Any suspension of the User's use of ClinchCM software products shall continue until such time that the breach in question has been remedied to the Provider's reasonable satisfaction and/or the Provider have received payment from the User in full. Any failure by the User to remedy a breach of this agreement, or to pay any amount due to the Provider, shall (without prejudice to any other right or remedy which the

Provider may have) entitle it to terminate this agreement in accordance with clause 18 below. The Provider will notify the User by email of any intention to terminate the agreement.

The User shall indemnify and hold harmless the Provider from and against all Claims and Losses arising from (a) a breach of any part of this Agreement which results in loss, damage, liability, injury to the Provider and/or its employees, consultants, or other representatives and third parties, (b) infringement of third party Intellectual Property Rights or third party losses by reason or arising out of the User's access and use of ClinchCM software products outside of that expressly permitted by this Agreement, or (c) any information or other materials supplied to the Provider by the User within or outside the scope of this Agreement. "Claims" shall mean all demands, claims, proceedings, penalties, fines and liability (whether criminal or civil, in contract, tort or otherwise) and "Losses" shall mean all losses including without limitation financial losses, damages, legal costs and other expenses of any nature whatsoever.

### **Restrictions**

The User must not introduce any viruses or harmful technology to ClinchCM software products.

The User must not try to gain unauthorized access to ClinchCM software products or any underlying technology.

The User must not try to affect the availability of ClinchCM software products to other registered users.

Except as expressly permitted in this agreement, the User must not give anyone else any right (of any kind) to use or benefit from ClinchCM software products in any way, or provide ClinchCM software products to others, unless others are entitled to use ClinchCM software products within the User's business and are added to ClinchCM software products as a user of the Service.

The User must not use ClinchCM software products to develop its own software. Specifically, the User must not use or copy all or any part of ClinchCM software products 'graphical user interface', 'operating logic' or 'database structure' for it to be used as part of, or to develop, any software or other product or technology.

The User must not make any use of the Services which damages or is likely to damage the Provider's business or reputation, the availability or integrity of ClinchCM software products, or which causes or threatens to cause the Provider to incur any legal, tax or regulatory liability.

## **Support**

The Provider aims to provide the User with support within a reasonable time frame, although there may be times where the Provider is unable to do so for reasons outside its control. The Provider will provide support by email. In the event that the Provider is required to access the User's system to provide such support the User duly authorizes such access.

The Provider reserves the right to change how it provides support to the User (and if any applicable charges will become payable) by posting a notification on ClinchCM software products or emailing the User with details of the changes. The Provider will aim to give the User as much advance notice as possible of these changes.

The Provider will not at any time however, give the User technical support or other assistance for any hardware, third-party software or other equipment issue on which ClinchCM software products have been installed.

## **Subscription cancellations**

You may cancel Your Subscription renewal either through Your Account settings page or by contacting the Company.

You will not receive a refund for the fees You already paid for Your current Subscription period and You will be able to access the Service until the end of Your current Subscription period.

### **Billing**

You shall provide the Company with accurate and complete billing information including full name, address, state, zip code, telephone number, and a valid payment method information.

Should automatic billing fail to occur for any reason, the Company will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

### **Fee Changes**

The Company, in its sole discretion and at any time, may modify the Subscription fees. Any Subscription fee change will become effective at the end of the then-current Subscription period.

The Company will provide You with reasonable prior notice of any change in Subscription fees to give You an opportunity to terminate Your Subscription before such change becomes effective.

Your continued use of the Service after the Subscription fee change comes into effect constitutes Your agreement to pay the modified Subscription fee amount.

### **Refunds**

Except when required by law, paid Subscription fees are non-refundable.

Certain refund requests for Subscriptions may be considered by the Company on a case-by-case basis and granted at the sole discretion of the Company.

### **Free Trial**

The Company may, at its sole discretion, offer a Subscription with a Free trial for a limited period of time.

You may be required to enter Your billing information in order to sign up for the Free trial.

If You do enter Your billing information when signing up for a Free Trial, You will not be charged by the Company until the Free trial has expired. On the last day of the Free Trial period, unless You cancelled Your Subscription, You will be automatically charged the applicable Subscription fees for the type of Subscription You have selected.

At any time and without notice, the Company reserves the right to (i) modify the terms and conditions of the Free Trial offer, or (ii) cancel such Free trial offer.

## **Use**

---

## User

The User is solely responsible for obtaining and maintaining its internet and network connections and any associated connectivity problems are its own responsibility.

The Provider will take reasonable steps to make sure that ClinchCM software products are free from viruses but it cannot guarantee this. The Provider recommends that the User operates with its own virus-protection software as the Provider cannot be held responsible for any loss or damage caused by any viruses or other harmful technology that may infect the User's computer systems, data or other material owned by it.

The Provider cannot guarantee that ClinchCM software products will be compatible with the User's web browser or computer set-up or that the User's access to ClinchCM software products will be uninterrupted or error free (as this may on occasions be beyond the Provider's control).

The User is responsible for controlling access to its own ClinchCM software products account. The User should not allow anyone else to use its sign in information and the User should also change its password at regular intervals.

From time to time the Provider may temporarily suspend access to ClinchCM software products for maintenance, repairs or other reasons. The Provider will try to do this outside normal business hours and provide the User with notice in advance but this might not always be possible.

If the User accepts this agreement and pays the relevant fees, then the Provider gives to the User the right to use ClinchCM software products in the way described in this agreement, and in accordance with any service announcements, administrative messages, sales support literature, and other information from the Provider. The User must not use ClinchCM software products in any other way.

The User shall only use ClinchCM software products for internal business management purposes, and shall input its own data information in order to assist it in managing that information. It is also authorized to allow its own employees to input data on behalf of User.

ClinchCM software products enables the User to submit content which is then stored in a database library. Such content will, generally, comprise patient, practice and employee data information. The User retains ownership of any Intellectual Property Rights that it holds in that content. However, access to this information is dependent upon the User complying with these terms and conditions, and ensuring that the applicable fee has been paid in full. The Provider will use all reasonable endeavours to implement technical and appropriate security measures to protect the information from loss or damage.

The User cannot transfer its rights under this agreement to to use ClinchCM software products (or any of the Services) to any other person or organization.

The User must comply with all applicable laws in respect of its use of ClinchCM software products, and the User must also ensure that the content of any data it inputs into ClinchCM software products does not, and will not, result in any injury, damage or harm to the Provider or any third party (including, without limitation, defamation or breach of

confidentiality). Such content must not contain anything which is unlawful, obscene, indecent or immoral or which promotes or condones any illegal or unlawful activities. It is also a condition of use that the User does not upload content (for example images, audio or video) for which it does not hold the copyright.

The User acknowledges that although the Provider whose core business is the offering centralized management solutions, ClinchCM software products are not a substitute for seeking any legal, regulatory or health and safety advice.

## Provider

Whilst the Provider aims to provide uninterrupted use of ClinchCM software products, this cannot be guaranteed. The Provider will not be responsible for any failure to perform its obligations under this agreement, in the event that it is prevented from providing a continuous service due to circumstances beyond its control. Wherever possible, the Provider will provide an advance warning notification on ClinchCM software products or by email of any known or planned interruptions and the Provider will use its best endeavours to keep any interruption to as short as possible.

The Provider gives no warranties to the User in respect of the following matters:

That ClinchCM software products will meet the User's own needs;

That the User will be able to use ClinchCM software products in any particular way;

That the User will get particular outputs from ClinchCM software products;

That the standard of the results the User derives from using ClinchCM software products will meet a particular standard; or that, where the User uses the Provider's technical support services, the Provider will be able to correct or remedy the User's particular problem

The User cannot rely on any statement or representation made by any party prior to the registration of the User as a user of ClinchCM software products.

The Provider agrees that it will use its reasonable skill and care to provide the Services to the User under this agreement.

The Providers liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising under or in connection with this agreement will be limited to an amount equal to the total of all fees paid or payable by the User for its use of ClinchCM software products in the 1-month period in which the claim arose.

The Provider will not be responsible, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, and restitution or otherwise for any of the following (even if the Provider knew or should have known there was a possibility the User could suffer or incur such loss or damage): Loss of profit; Loss of business or revenue; Depletion of goodwill or similar losses; Loss of use or loss of or damage to data/information inputted by the User into ClinchCM software products; Any interruption to the User's

business or damage to information, however that interruption or damage is caused; Any loss or damage which the Provider could not have reasonably foreseen at the time the User entered into this agreement including, without limitation, any special, indirect or consequential loss or damage

Nothing in this agreement will exclude or limit the liability of either the User or the Provider in respect of: Fraud; Death of or personal injury to any person as a result of negligence; Any other matter which cannot be excluded or limited under applicable law.

## User Accounts

---

When You create an account with Us, You must provide Us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of Your account on Our Service.

You are responsible for safeguarding the password that You use to access the Service and for any activities or actions under Your password, whether Your password is with Our Service or a Third-Party Social Media Service.

You agree not to disclose Your password to any third party. You must notify Us immediately upon becoming aware of any breach of security or unauthorized use of Your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than You without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

## Content

---

### **Your Right to Post Content**

Our Service allows You to post Content that falls under the category of Usage Data, see Privacy Policy. You are responsible for the Content that You post to the Service, including its legality, reliability, and appropriateness.

You retain any and all of Your rights to any Content You submit, post or display on or through the Service and You are responsible for protecting those rights.

You represent and warrant that: (i) the Content is Yours (You own it) or You have the right to use it

### Content Restrictions

The Company is not responsible for the content of the Service's users. You expressly understand and agree that You are solely responsible for the Content and for all activity that occurs under your account, whether done so by You or any third person using Your account.

You may not transmit any Content that is unlawful, offensive, upsetting, intended to disgust, threatening, libelous, defamatory, obscene or otherwise objectionable. Examples of such objectionable Content include, but are not limited to, the following:

- Unlawful or promoting unlawful activity.
- Defamatory, discriminatory, or mean-spirited content, including references or commentary about religion, race, sexual orientation, gender, national/ethnic origin, or other targeted groups.
- Spam, machine – or randomly – generated, constituting unauthorized or unsolicited advertising, chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling.
- Containing or installing any viruses, worms, malware, trojan horses, or other content that is designed or intended to disrupt, damage, or limit the functioning of any software, hardware or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of a third person.
- Infringing on any proprietary rights of any party, including patent, trademark, trade secret, copyright, right of publicity or other rights.
- Impersonating any person or entity including the Company and its employees or representatives.
- Violating the privacy of any third person.
- False information and features.

The Company reserves the right, but not the obligation, to, in its sole discretion, determine whether or not any Content is appropriate and complies with this Terms, refuse or remove this Content. The Company further reserves the right to make formatting and edits and change the manner any Content. The Company can also limit or revoke the use of the Service if You post such objectionable Content.

As the Company cannot control all content posted by users and/or third parties on the Service, you agree to use the Service at your own risk. You understand that by using the Service You may be exposed to content that You may find offensive, indecent, incorrect or objectionable, and You agree that under no circumstances will the Company be liable in any way for any content, including any errors or omissions in any content, or any loss or damage of any kind incurred as a result of your use of any content.

## Content Backups

Although regular backups of Content are performed, the Company do not guarantee there will be no loss or corruption of data.

Corrupt or invalid backup points may be caused by, without limitation, Content that is corrupted prior to being backed up or that changes during the time a backup is performed.

The Company will provide support and attempt to troubleshoot any known or discovered issues that may affect the backups of Content. But You acknowledge that the Company has no liability related to the integrity of Content or the failure to successfully restore Content to a usable state.

You agree to maintain a complete and accurate copy of any Content in a location independent of the Service.

# Copyright Policy

---

## Intellectual Property Infringement

We respect the intellectual property rights of others. It is Our policy to respond to any claim that Content posted on the Service infringes a copyright or other intellectual property infringement of any person.

If You are a copyright owner, or authorized on behalf of one, and You believe that the copyrighted work has been copied in a way that constitutes copyright infringement that is taking place through the Service, You must submit Your notice in writing to the attention of our copyright agent via email at [admin@clinchcm.com](mailto:admin@clinchcm.com) and include in Your notice a detailed description of the alleged infringement.

You may be held accountable for damages (including costs and attorneys' fees) for misrepresenting that any Content is infringing Your copyright.

## DMCA Notice and DMCA Procedure for Copyright Infringement Claims

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest.
- A description of the copyrighted work that You claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work.
- Identification of the URL or other specific location on the Service where the material that You claim is infringing is located.
- Your address, telephone number, and email address.

- A statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
- A statement by You, made under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf.

You can contact our copyright agent via email at [admin@clinchcm.com](mailto:admin@clinchcm.com).

Upon receipt of a notification, the Company will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged content from the Service.

## Intellectual Property

---

The Service and its original content (excluding Content provided by You or other users), features and functionality are and will remain the exclusive property of the Company and its licensors.

The Service is protected by copyright, trademark, and other laws of both the Country and foreign countries.

Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company.

## Your Feedback to Us

---

You assign all rights, title and interest in any Feedback You provide the Company. If for any reason such assignment is ineffective, You agree to grant the Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and licence to use, reproduce, disclose, sub-licence, distribute, modify and exploit such Feedback without restriction.

## Links to Other Websites

---

Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that the Company 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 the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

# The use of the Cookies

---

## Type of Cookies We Use

Cookies can be "Persistent" or "Session" Cookies. Persistent Cookies remain on your personal computer or mobile device when You go offline, while Session Cookies are deleted as soon as You close your web browser.

We use both session and persistent Cookies for the purposes set out below:

### **Necessary / Essential Cookies**

Type: Session Cookies

Administered by: Us

Purpose: These Cookies are essential to provide You with services available through the Website and to enable You to use some of its features. They help to authenticate users and prevent fraudulent use of user accounts. Without these Cookies, the services that You have asked for cannot be provided, and We only use these Cookies to provide You with those services.

### **Functionality Cookies**

Type: Persistent Cookies

Administered by: Us

Purpose: These Cookies allow us to remember choices You make when You use the Website, such as remembering your login details or language preference. The purpose of these Cookies is to provide You with a more personal experience and to avoid You having to re-enter your preferences every time You use the Website.

## Your Choices Regarding Cookies

If You prefer to avoid the use of Cookies on the Website, first You must disable the use of Cookies in your browser and then delete the Cookies saved in your browser associated with this website. You may use this option for preventing the use of Cookies at any time.

If You do not accept Our Cookies, You may experience some inconvenience in your use of the Website and some features may not function properly.

If You'd like to delete Cookies or instruct your web browser to delete or refuse Cookies, please visit the help pages of your web browser.

- For the Chrome web browser, please visit this page from Google: <https://support.google.com/accounts/answer/32050>

- For the Internet Explorer web browser, please visit this page from Microsoft: <http://support.microsoft.com/kb/278835>
- For the Firefox web browser, please visit this page from Mozilla: <https://support.mozilla.org/en-US/kb/delete-cookies-remove-info-websites-stored>
- For the Safari web browser, please visit this page from Apple: <https://support.apple.com/guide/safari/manage-cookies-and-website-data-sfri11471/mac>

For any other web browser, please visit your web browser's official web pages.

## Disclaimer

---

The information contained on the Service is for general information purposes only.

The Company assumes no responsibility for errors or omissions in the contents of the Service.

In no event shall the Company be liable for any special, direct, indirect, consequential, or incidental damages or any damages whatsoever, whether in an action of contract, negligence or other tort, arising out of or in connection with the use of the Service or the contents of the Service. The Company reserves the right to make additions, deletions, or modifications to the contents on the Service at any time without prior notice. This Disclaimer has been created with the help of Disclaimer Generator

The Company does not warrant that the Service is free of viruses or other harmful components.

## External Links Disclaimer

---

The Service may contain links to external websites that are not provided or maintained by or in any way affiliated with the Company.

Please note that the Company does not guarantee the accuracy, relevance, timeliness, or completeness of any information on these external websites.

## Errors and Omissions Disclaimer

---

The information given by the Service is for general guidance on matters of interest only. Even if the Company takes every precaution to insure that the content of the Service is both current and accurate, errors can occur. Plus, given the changing nature of laws, rules and regulations, there may be delays, omissions or inaccuracies in the information contained on the Service.

The Company is not responsible for any errors or omissions, or for the results obtained from the use of this information.

## Fair Use Disclaimer

---

The Company may use copyrighted material which has not always been specifically authorized by the copyright owner. The Company is making such material available for criticism, comment, news reporting, teaching, scholarship, or research.

The Company believes this constitutes a "fair use" of any such copyrighted material.

If You wish to use copyrighted material from the Service for your own purposes that go beyond fair use, You must obtain permission from the copyright owner.

## Views Expressed Disclaimer

---

The Service may contain views and opinions which are those of the authors and do not necessarily reflect the official policy or position of any other author, agency, organization, employer or company, including the Company.

Comments published by users are their sole responsibility and the users will take full responsibility, liability and blame for any libel or litigation that results from something written in or as a direct result of something written in a comment. The Company is not liable for any comment published by users and reserve the right to delete any comment for any reason whatsoever.

# No Responsibility Disclaimer

---

The information on the Service is provided with the understanding that the Company is not herein engaged in rendering legal, accounting, tax, or other professional advice and services. As such, it should not be used as a substitute for consultation with professional accounting, tax, legal or other competent advisers.

In no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever arising out of or in connection with your access or use or inability to access or use the Service.

# "Use at Your Own Risk" Disclaimer

---

All information in the Service is provided "as is", with no guarantee of completeness, accuracy, timeliness or of the results obtained from the use of this information, and without warranty of any kind, express or implied, including, but not limited to warranties of performance, merchantability and fitness for a particular purpose.

The Company will not be liable to You or anyone else for any decision made or action taken in reliance on the information given by the Service or for any consequential, special or similar damages, even if advised of the possibility of such damages.

# Termination

---

We may terminate or suspend Your Account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions.

Upon termination, Your right to use the Service will cease immediately. If You wish to terminate Your Account, You may simply discontinue using the Service.

# Limitation of Liability

---

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of this Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You through the Service or 100 USD if You haven't purchased anything through the Service.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in

any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

## "AS IS" and "AS AVAILABLE" Disclaimer

---

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, time-bombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

## Governing Law

---

The laws of the Country, excluding its conflicts of law rules, shall govern this Terms and Your use of the Service. Your use of the Application may also be subject to other local, state, national, or international laws.

# Disputes Resolution

---

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

## For European Union (EU) Users

---

If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident in.

## United States Federal Government End Use Provisions

---

If You are a U.S. federal government end user, our Service is a "Commercial Item" as that term is defined at 48 C.F.R. §2.101.

## United States Legal Compliance

---

You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

## Severability and Waiver

---

### Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

### Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Terms shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

# Translation Interpretation

---

These Terms and Conditions may have been translated if We have made them available to You on our Service.

You agree that the original English text shall prevail in the case of a dispute.

# Changes to These Terms and Conditions

---

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

# Contact Us

---

If you have any questions about these Terms and Conditions, You can contact us:

- By email: [support@clinchcm.com](mailto:support@clinchcm.com)
- By visiting this page on our website: <https://clinchcm.com/contact-us>