

## Terms of Service

These terms and conditions (“Terms”, “Terms and Conditions”) govern your relationship with the website <https://cleen.app> (the “Service”) operated by RDI CORDIER (“we”, “us”, or “our”).

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

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, you may not access the Service.

## Subscriptions

Certain parts of the Service are billed on a subscription basis (“Subscription(s)”). You will be billed in advance on a recurring, periodic basis (“Billing Cycle”). Billing cycles are set on a monthly basis, selected when purchasing a subscription.

At the end of each billing cycle, your subscription will be automatically renewed under the same conditions, unless you cancel it or RDI CORDIER cancels it. You can cancel your subscription renewal either via your online account management page or by contacting the RDI CORDIER customer support team.

A valid payment method, including a credit card, is required to process payment for your subscription. You must provide RDI CORDIER with accurate and complete billing information, including your full name, full address, telephone number, country company and VAT identification details, and information about a valid payment method. By submitting this payment information, you automatically authorize RDI CORDIER to charge all subscription fees incurred through your account to these payment instruments. Our current payment processor is Stripe , and your payments are processed by Stripe in accordance with Stripe 's terms of service and privacy policy .

For European countries, payment can be made by SEPA direct debit, these direct debits are also processed by the service provider Stripe .

For Switzerland only, it is possible to pay by invoice with a maximum payment deadline of 10 days.

If automatic billing does not take place for any reason, RDI CORDIER will issue an electronic invoice indicating that you will have to proceed manually, within a certain period, with the full payment corresponding to the billing period indicated on the invoice. In this case, processing fees in the amount of 20 CHF (or equivalent in local currency) will be charged additionally.

## Changes to Subscription Fees

RDI CORDIER, at its sole discretion and at any time, may modify the subscription fees for Subscriptions. Any changes to subscription fees will take effect at the end of the current billing cycle.

RDI CORDIER will provide you with reasonable 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 becomes effective constitutes your agreement to pay the modified Subscription Fee amount.

## Refunds

Certain subscription refund requests may be examined by RDI CORDIER on a case-by-case basis and granted at the sole discretion of RDI CORDIER.

## Content

Our Service allows you to post, link, store, share and otherwise make available certain information, text, graphics, videos or other materials ("Content") to those who have access to your subscription. You are responsible for the content you post on the Service, including its legality, reliability, and appropriateness.

By posting Content to the Service, you grant us the right and license to use, modify, perform, display, reproduce such Content in connection with our service and support obligations to our subscribers. You retain all of your rights to any Content that 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 and grant us the rights and license as provided in these Terms, and (ii) the publication of your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.

## Accounts

When you create an account with us, you must provide us with accurate, complete and current information at all times. Failure to do so constitutes a violation 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 that of our Service or a third-party 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 are responsible for any access to your subscription that you may create and must notify us immediately upon becoming aware of any security breach or unauthorized use of such access.

## Copyright Policy

We respect the intellectual property rights of others. It is our policy to respond to any claim that content posted on the Service infringes the copyright or other intellectual property violation (“Infringement”) of any person.

If you are a copyright owner, or authorized on behalf of a copyright owner, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement that occurs via the Service, you must submit your notification in writing to the attention of “Copyright Infringement” at [contact@cleen.app](mailto:contact@cleen.app) and include in your notification a detailed description of the alleged infringement.

You may be held liable for damages (including costs and attorneys' fees) for misrepresenting that content is infringing your copyright.

## Links to other websites

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

RDI CORDIER 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 RDI CORDIER 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 of these web sites or services.

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

## Termination

We may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

Upon termination by us, your right to use the Service will immediately cease.

If you wish to cancel your account, the service will cease at the end of the period covered by your subscription payment. You must notify us of your subscription termination by sending an email to the address: [cancel@cleen.app](mailto:cancel@cleen.app) mentioning the name of the company, the desired date of termination and an email address to receive your acknowledgment of termination . Without this email, no termination will be taken into account.

## Limitation of liability

Under no circumstances will RDI CORDIER, nor its directors, employees, partners, agents, suppliers or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including, without limitation, loss of profits, of data, use, goodwill or other intangible losses, resulting from:

- (i) your access to, use of, or inability to access or use the Service;
- (ii) any conduct or content of any third party on the Service;
- (iii) any content obtained from the Service;
- (iv) unauthorized access, use or alteration of your transmissions or content,

whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damages, and even if It appears that any remedy set forth herein has failed of its essential purpose.

## Disclaimer

Your use of the Service is at your sole risk. The Service is provided “AS IS” and “AS AVAILABLE”. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for trade purpose, non-infringement or course of performance.

RDI CORDIER, its subsidiaries, affiliates and its licensors do not guarantee that

- a) the Service will operate uninterrupted, secure or available at a particular time or location;
- b) any error or defect will be corrected;
- c) the Service is free of viruses or other harmful components;
- d) the results of the use of the Service will meet your requirements.

## Applicable law

These Terms will be governed and construed in accordance with the laws of the Canton of Vaud, Switzerland, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is found to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede any prior agreements we might have between us regarding the Service.

## Changes

We 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 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined in 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, please stop using the Service.

## Credits

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