

End User Licence Agreement

MSCOMMERCE Ltd, trading as Clonio

IMPORTANT — PLEASE READ CAREFULLY. *By creating an account, accessing, or using the Clonio platform (including any associated websites, applications, APIs, tools, and services — collectively, the "Platform"), you acknowledge that you have read, understood, and agree to be bound by this Agreement. If you do not agree, you must not access or use the Platform.*

If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind that entity to these terms, in which case "you" or "your" shall refer to that entity.

1. Definitions

"**Content**" means any text, images, video, audio, data, or other material uploaded to, generated by, or transmitted through the Platform.

"**Generated Content**" means any output (including AI-generated videos, images, scripts, or other media) produced by the Platform using your inputs.

"**Subscription**" means any paid plan or membership entitling you to use the Platform, whether recurring or one-time.

"**Third-Party Services**" means external platforms, APIs, or services integrated with or accessed through the Platform, including but not limited to YouTube, Google APIs, and payment processors.

"**User Content**" means any Content that you upload, provide, or otherwise make available to the Platform, including likeness, voice, images, scripts, and account credentials for Third-Party Services.

2. Licence Grant

Subject to your compliance with this Agreement and payment of all applicable fees, Clonio grants you a **limited, non-exclusive, non-transferable, non-sublicensable, revocable licence** to access and use the Platform solely for your internal personal or business purposes during the term of your Subscription.

This licence does not include the right to:

- Sublicence, resell, rent, lease, or redistribute access to the Platform or any part thereof
- Copy, modify, adapt, or create derivative works of the Platform's software, design, or proprietary technology
- Reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or underlying algorithms of the Platform
- Use the Platform to build a competing product or service
- Remove or alter any proprietary notices, labels, or marks on the Platform

3. Account Registration and Security

You must provide accurate, current, and complete information during registration and keep your account information up to date. You are solely responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.

You agree to notify us immediately at support@klippa.io of any unauthorised use of your account. Clonio shall not be liable for any loss or damage arising from your failure to protect your account credentials.

4. Subscriptions, Fees, and Payments

4.1 Fees

Access to certain features of the Platform requires a paid Subscription. All fees are as stated at the time of purchase and are quoted in the currency displayed at checkout. Fees are exclusive of applicable taxes unless otherwise stated.

4.2 Recurring Billing

If you purchase a recurring Subscription, you authorise Clonio (or our designated payment processor) to charge your payment method on a recurring basis at the start of each billing cycle until you cancel. Billing cycles renew automatically unless cancelled before the renewal date.

4.3 Refund Policy

All fees are non-refundable except where required by applicable law or as explicitly stated in a separate refund policy published on the Platform. Clonio reserves the right to offer refunds, credits, or other consideration on a case-by-case basis at its sole discretion. Any such offer in one instance does not entitle you to a refund in any other instance.

4.4 Price Changes

Clonio reserves the right to modify pricing at any time. For existing subscribers, price changes will take effect at the start of the next billing cycle following at least fourteen (14) days' notice. Continued use of the Platform after a price change constitutes acceptance of the new pricing.

5. User Content and Generated Content

5.1 Your User Content

You retain ownership of your User Content. By uploading User Content to the Platform, you grant Clonio a worldwide, non-exclusive, royalty-free, sublicensable licence to use, reproduce, modify, adapt, process, and display your User Content solely to the extent necessary to provide and operate the Platform and related services. This licence terminates when you delete your User Content or close your account, except to the extent required for backup, archival, or legal compliance purposes.

5.2 Generated Content

Subject to your compliance with this Agreement and the rights of any third parties, you own the Generated Content produced through your use of the Platform. However, you acknowledge and agree that:

- Generated Content is produced using artificial intelligence and may not be unique — similar or identical outputs may be generated for other users
- Clonio makes no representation or warranty that Generated Content will be free from errors, inaccuracies, or third-party intellectual property claims
- You are solely responsible for reviewing, verifying, and ensuring the legality and appropriateness of any Generated Content before publishing, distributing, or otherwise using it
- Clonio retains the right to use anonymised, aggregated data derived from your use of the Platform to improve its services, provided such data does not identify you personally

5.3 Content Representations and Warranties

By uploading User Content, you represent and warrant that:

- You own or have obtained all necessary rights, licences, and permissions for the User Content
- The User Content does not infringe, misappropriate, or violate any third party's intellectual property, privacy, publicity, or other rights
- The User Content does not contain unlawful, defamatory, obscene, or harmful material
- You have obtained any required consents from identifiable individuals whose likeness, voice, or personal data appears in the User Content

6. Acceptable Use Policy

You agree not to use the Platform to:

- Violate any applicable local, national, or international law or regulation
- Infringe the intellectual property, privacy, or other rights of any third party
- Upload, generate, or distribute content that is unlawful, defamatory, obscene, threatening, abusive, harassing, or that promotes violence, hatred, or discrimination
- Impersonate any person or entity, or misrepresent your affiliation with any person or entity
- Distribute malware, viruses, or other harmful code
- Interfere with, disrupt, or place an undue burden on the Platform's infrastructure or security
- Attempt to gain unauthorised access to any part of the Platform, other users' accounts, or connected systems
- Use the Platform for any purpose that is fraudulent, deceptive, or misleading
- Scrape, crawl, or use automated tools to extract data from the Platform without prior written consent
- Use the Platform to create deepfake content intended to deceive, defraud, or harm any individual
- Circumvent, disable, or interfere with any security, access control, or usage-limiting features of the Platform

Clonio reserves the right to suspend or terminate your access immediately and without notice if we reasonably believe you are in breach of this Acceptable Use Policy. No refund will be issued for terminations due to policy violations.

7. Intellectual Property

The Platform — including its software, algorithms, machine learning models, user interface, design, trademarks, logos, documentation, and all related intellectual property — is and remains the exclusive property of MSCOMMERCE Ltd (trading as Clonio) or its licensors. Nothing in this Agreement transfers ownership of any intellectual property to you, except as expressly stated.

All rights not expressly granted to you under this Agreement are reserved by Clonio.

8. Third-Party Services and Integrations

The Platform integrates with Third-Party Services (including YouTube API Services, Google APIs, and payment processors). Your use of these Third-Party Services is subject to their respective terms and conditions and privacy policies.

Clonio is not responsible for the availability, accuracy, content, practices, or policies of Third-Party Services. You acknowledge that:

- Third-Party Services may modify, suspend, or discontinue their services at any time, which may affect Platform functionality
- Clonio does not endorse or assume liability for any Third-Party Services

- Your interactions with Third-Party Services are solely between you and the third-party provider
- Data shared with Third-Party Services is governed by their privacy policies, not solely by Clonio's

9. Disclaimer of Warranties

THE PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY.

To the fullest extent permitted by applicable law, Clonio expressly disclaims all warranties, including but not limited to:

- Implied warranties of merchantability, fitness for a particular purpose, and non-infringement
- Any warranty that the Platform will be uninterrupted, timely, secure, or error-free
- Any warranty regarding the accuracy, reliability, completeness, or quality of any Generated Content or output
- Any warranty that the Platform will meet your specific requirements or expectations
- Any warranty that results obtained from the Platform will be accurate, reliable, or suitable for any particular purpose

No Results Guarantee — Please Read This Carefully.

Clonio is a tool. Like any tool, the results you get depend entirely on how you use it and factors specific to your situation. **We do not guarantee any specific outcome, revenue, audience growth, engagement, follower count, view count, monetisation status, or business result from your use of the Platform.**

Any examples, case studies, testimonials, projections, earnings figures, or demonstrations shared by Clonio — whether in marketing materials, webinars, sales presentations, social media, emails, or any other channel — are **illustrative only** and represent individual experiences under specific circumstances. They are not promises, predictions, or guarantees of results that you or anyone else will achieve. Individual results vary significantly based on numerous factors outside Clonio's control, including but not limited to:

- Your niche, content quality, and consistency of output
- Current platform algorithms, policies, and competitive landscape on YouTube, TikTok, or other distribution channels
- Market saturation and audience demand for your chosen topic
- Your level of effort, skill, experience, and time commitment
- Changes to third-party platform terms of service, monetisation policies, or algorithmic distribution
- Broader economic, regulatory, and technological conditions

You acknowledge that **there is no assurance that you will earn any money, grow an audience, or achieve any particular result** by using the Platform. You should not rely on any forward-looking statements, hypothetical scenarios, or illustrative examples as predictions of your personal outcome. Any decision to purchase a Subscription should be based on your own independent evaluation of the Platform's features and suitability for your needs — not on results achieved by other users.

To the extent that any marketing material could be interpreted as an income or results claim, it is hereby expressly disclaimed. Clonio's obligation is limited to providing access to the Platform as described; **we make no representation that the Platform will generate any return on your investment.**

10. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

(a) Clonio and its officers, directors, employees, affiliates, and agents shall not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, including but not limited to loss of profits, revenue, data, business opportunities, goodwill, or anticipated savings, arising out of or in connection with this Agreement or your use of (or inability to use) the Platform, regardless of the theory of liability (contract, tort, strict liability, or otherwise), even if Clonio has been advised of the possibility of such damages.

(b) Clonio's total aggregate liability arising out of or relating to this Agreement or your use of the Platform shall not exceed the greater of: (i) the total amount you have actually paid to Clonio in the twelve (12) months immediately preceding the event giving rise to the claim; or (ii) fifty pounds sterling (GBP 50).

(c) The limitations in this section apply to the fullest extent permitted by law. Nothing in this Agreement excludes or limits liability for: (i) death or personal injury caused by negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability that cannot be excluded or limited under applicable law.

11. Indemnification

You agree to indemnify, defend, and hold harmless MSCOMMERCE Ltd (trading as Clonio), its officers, directors, employees, agents, affiliates, and licensors (collectively, the "Indemnified Parties") from and against any and all claims, demands, actions, liabilities, losses, damages, costs, and expenses (including reasonable legal fees and court costs) arising out of or in connection with:

- Your use of the Platform or any Generated Content
- Your User Content, including any claim that your User Content infringes or misappropriates any third-party right
- Your breach of this Agreement or any representation or warranty herein
- Your violation of any applicable law, regulation, or third-party right
- Any dispute between you and a third party arising from your use of the Platform

Clonio reserves the right, at your expense, to assume the exclusive defence and control of any matter subject to indemnification by you, and you agree to cooperate with our defence of such claims.

12. Termination

12.1 Termination by You

You may cancel your Subscription and terminate this Agreement at any time by following the cancellation process provided on the Platform or by contacting support@klippa.io. Cancellation takes effect at the end of the current billing cycle. No prorated refunds are provided for partial billing periods unless required by applicable law.

12.2 Termination by Clonio

Clonio may suspend or terminate your access to the Platform at any time, with or without cause, and with or without notice, including but not limited to situations where:

- You breach any provision of this Agreement
- Your payment method fails or you do not pay fees when due
- We are required to do so by law or regulatory authority
- We discontinue or materially modify the Platform
- We reasonably believe your account is being used fraudulently or in a manner that poses a risk to Clonio, its users, or third parties

12.3 Effect of Termination

Upon termination: (a) your licence to use the Platform immediately ceases; (b) you must cease all use of the Platform; (c) Clonio may delete your account, User Content, and associated data within 30 days, subject to legal retention requirements. Sections 5.2, 7, 9, 10, 11, 13, and 14 survive termination of this Agreement.

13. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of England and Wales, without regard to conflict-of-law principles.

Any dispute, controversy, or claim arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Before initiating formal legal proceedings, the parties agree to attempt to resolve any dispute through good-faith negotiation for a period of not less than thirty (30) days following written notice of the dispute. Notice shall be sent to support@klippa.io (for claims against Clonio) or to the email address associated with your account (for claims against you).

14. General Provisions

14.1 Entire Agreement

This Agreement, together with the Clonio Privacy Policy (available at <https://clonio.io/privacy-policy>) and any supplemental terms or policies referenced herein, constitutes the entire agreement between you and Clonio regarding your use of the Platform and supersedes all prior and contemporaneous agreements, proposals, or representations.

14.2 Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it valid, legal, and enforceable. If modification is not possible, the provision shall be severed, and the remaining provisions shall continue in full force and effect.

14.3 Waiver

The failure of Clonio to enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. Any waiver must be in writing and signed by an authorised representative of Clonio.

14.4 Assignment

You may not assign or transfer this Agreement (or any rights or obligations under it) without Clonio's prior written consent. Clonio may assign this Agreement in whole or in part without restriction, including in connection with a merger, acquisition, corporate reorganisation, or sale of all or substantially all of its assets.

14.5 Force Majeure

Clonio shall not be liable for any failure or delay in performing its obligations under this Agreement where such failure or delay results from circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemics, war, terrorism, government actions, power failures, internet outages, third-party service disruptions, or cyberattacks.

14.6 Notices

All notices to Clonio shall be sent to support@klippa.io. Notices to you may be provided via the email address associated with your account or through in-platform notifications. Notices are deemed received: (a) if by email, upon transmission (unless a bounce-back is received); (b) if via the Platform, upon display to the user.

14.7 No Third-Party Beneficiaries

This Agreement is between you and Clonio. No third party has the right to enforce any provision of this Agreement under the Contracts (Rights of Third Parties) Act 1999 or otherwise, except that the Indemnified Parties referenced in Section 11 may enforce the indemnification obligations.

15. Amendments

Clonio reserves the right to modify this Agreement at any time by posting the revised version on the Platform with a new "Last Updated" date. For material changes, we will provide at least fourteen (14) days' notice via email or in-platform notification. Your continued use of the Platform after the effective date of any amendment constitutes acceptance of the revised terms. If you do not agree with the changes, you must discontinue use and cancel your Subscription before the changes take effect.

16. Contact Information

For questions about this Agreement, contact:

Email: support@klippa.io

Company: MSCOMMERCE Ltd trading as Clonio

By clicking "I Agree," creating an account, or otherwise accessing or using the Platform, you acknowledge that you have read this Agreement in its entirety, understand its terms, and agree to be legally bound by it.

This document is provided for informational purposes and does not constitute legal advice. MSCOMMERCE Ltd recommends consulting qualified legal counsel for jurisdiction-specific compliance requirements.