

KLINIQ

TERMS OF SERVICE

(ToS)

Kliniq LLC · 650 NE 32nd Street, Unit 2206, Miami FL 33137
sales@kliniq.tech · <https://www.kliniq.tech>

1. AGREEMENT TO TERMS

By accessing or using Kliniq LLC's services, platforms, APIs, content, websites, or related offerings (the "Services"), you ("Client," "User," or "You") agree to be bound by these Terms of Service ("Terms"). If you do not agree, you must not use the Services.

2. ELIGIBILITY

You represent and warrant that you (a) are at least 18 years old, (b) have the full right, power, and authority to enter into these Terms, and (c) if acting on behalf of an entity, are authorized to bind that entity.

3. SERVICES PROVIDED

Kliniq LLC provides AI-powered software, automation tools, integrations, and related business solutions. Kliniq LLC may modify, suspend, or discontinue any Services at its sole discretion, at any time, with or without notice.

No representations, warranties, or guarantees are made regarding uptime, response times, or availability. Services are provided strictly "AS IS" and "AS AVAILABLE."

4. CLIENT RESPONSIBILITIES

1. Provide accurate and complete information.
2. Maintain the confidentiality of any account credentials.
3. Use the Services only in compliance with all applicable laws and the Acceptable Use Policy (AUP).
4. Be solely responsible for all data, content, and activity conducted through your account.

5. FEES AND PAYMENTS

All fees are due as specified in your order, invoice, or contract. Payments are non-refundable except as required by law. Kliniq LLC reserves the right to suspend or terminate Services for non-payment.

You authorize Kliniq LLC to charge any backup credit card provided if the primary method fails.

6. TERM AND TERMINATION

These Terms apply from your first use of the Services until terminated. Kliniq LLC may suspend or terminate Services, accounts, or access at its sole discretion, with or without cause, notice, or liability.

Upon termination, your rights to use the Services immediately cease. Kliniq LLC has no obligation to retain or return data.

7. INTELLECTUAL PROPERTY

All rights, titles, and interests in the Services, including software, content, trademarks, and documentation, are owned exclusively by Kliniq LLC and its licensors. No license or rights are granted except as expressly set forth in these Terms.

8. CONFIDENTIALITY

You agree to keep confidential any non-public information disclosed by Kliniq LLC, including technical, financial, or business information.

9. INDEMNIFICATION

You shall indemnify, defend, and hold harmless Kliniq LLC, its officers, directors, employees, affiliates, and contractors from all claims, damages, liabilities, costs, and expenses (including attorneys' fees) arising from your use of the Services, your violation of these Terms, or your violation of applicable laws or third-party rights.

10. DISCLAIMERS

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." KLINIQ LLC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, RELIABILITY, AND AVAILABILITY.

No oral or written information or advice from Kliniq LLC shall create any warranty.

11. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW: KLINIQ LLC'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICES SHALL NOT EXCEED THE LESSER OF (A) ONE HUNDRED U.S. DOLLARS (\$100) OR (B) THE FEES PAID BY YOU TO KLINIQ LLC IN THE THIRTY (30) DAYS PRIOR TO THE CLAIM.

KLINIQ LLC SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, DATA, BUSINESS, OR GOODWILL, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY.

12. EXPORT, SANCTIONS, AND COMPLIANCE

You represent that you are not located in a sanctioned country or on any prohibited list. You agree to comply with all U.S. export and sanctions laws.

13. MODIFICATIONS

Kliniq LLC may modify these Terms at any time by posting the updated version. Continued use of the Services constitutes acceptance of the revised Terms.

14. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms shall be governed by the laws of the State of Florida, without regard to conflict-of-law principles.

Any dispute shall be resolved exclusively by binding arbitration in Miami, Florida, under the rules of the American Arbitration Association.

You waive all rights to jury trial, class action, or representative proceedings.

15. ENTIRE AGREEMENT

These Terms, together with the Acceptable Use Policy, Privacy Policy, and any written agreements between you and Kliniq LLC, constitute the entire agreement regarding the Services.

Authorized By: Pretish Patel, Founder & CEO, Kliniq LLC

KLINIQ

KlinIQ LLC — MedSpa Marketing Agency