

TERMS OF SERVICE

Last Updated: August 25, 2026

These Terms of Service (the “**Terms**”) govern the services provided by **MBQ, a Swedish sole trader operating under the trading name Lunvate** (“**Lunvate**,” “**we**,” “**us**,” or “**our**”).

These Terms apply to each business or other entity purchasing or using our Services (“**Client**,” “**you**,” or “**your**”).

Our Services are intended solely for business purposes. They are not offered for personal, family, or household use.

1. Acceptance of Terms

By paying an invoice, payment request, checkout, or other initial charge that references or links to these Terms, you acknowledge that you have had the opportunity to review these Terms and agree to be bound by them on behalf of the business or entity purchasing the Services.

You represent that:

1. you are at least 18 years old; and
2. you have authority to enter into this agreement on behalf of the business or entity purchasing the Services.

The invoice, proposal, payment page, order, or other written pricing communication associated with your purchase may specify your setup fee, recurring fee, service scope, and other Client-specific commercial terms. Those terms are incorporated into this agreement where applicable.

Where recurring pricing is disclosed in connection with your purchase, payment of the initial invoice or charge constitutes your acceptance of these Terms and authorization for us to provide the Services and bill you for the recurring Services until canceled in accordance with these Terms.

If you do not agree to these Terms, do not pay the invoice or purchase the Services.

2. Services

Lunvate provides business automation, customer communication, customer feedback, reputation-management, and related technology and services (collectively, the “**Services**”).

Depending on your configuration, the Services may include:

- automated customer communications;
- email communications;
- customer feedback requests;
- customer review requests;
- feedback forms;
- landing pages;

- links to third-party platforms;
- CRM integrations;
- workflow and automation configuration;
- supplementary domains or webpages;
- reporting and related functionality;
- maintenance and modification of automation workflows; and
- additional communication channels or functionality that we may offer in the future, including SMS or other messaging services.

The specific Services provided to you may be described in an invoice, proposal, payment page, order, email, or other written communication between you and Lunvate.

The exact configuration of the Services may vary between Clients and may change over time as we maintain, improve, replace, or update our systems.

Unless expressly agreed otherwise in writing, Lunvate does not guarantee any particular business, customer, reputation, financial, or other outcome from the Services.

3. Setup and Implementation

We will configure the applicable systems using information, branding, Customer Data, system access, instructions, and other materials provided or authorized by you.

You agree to provide the information, approvals, credentials, permissions, system access, and reasonable cooperation necessary for us to configure and operate the Services.

The initial setup will be considered substantially complete when the core systems and associated functionality have been configured and are reasonably ready for their intended use.

Minor adjustments, testing, optimization, troubleshooting, or modifications that remain after this point do not prevent the setup from being considered substantially complete.

4. Setup Fee

You will pay the one-time setup fee stated in the applicable invoice, proposal, payment page, or other written pricing communication.

The setup fee will generally be invoiced when the initial system has been substantially configured or completed.

Unless otherwise stated on the invoice, the setup invoice is due within **fourteen (14) calendar days** of the invoice date.

Because the setup fee compensates Lunvate for implementation, configuration, integration, and related work already performed, the setup fee is **non-refundable once the initial system has been substantially configured or delivered**, except where otherwise required by applicable law.

Payment of the setup fee does not transfer ownership of Lunvate's underlying systems, workflows, templates, software configurations, domains, automation architecture, methodologies, or other intellectual property.

5. Recurring Service Fee

You will pay the recurring monthly service fee disclosed to you in the applicable invoice, proposal, payment page, or other written pricing communication.

The Services are provided on a **month-to-month basis** unless we expressly agree otherwise in writing.

There is no minimum subscription period.

Recurring billing begins when the recurring service invoice or charge is first issued, unless otherwise agreed in writing.

Depending on your billing arrangement, recurring fees may be automatically charged to an authorized payment method or invoiced for manual payment.

Where automatic billing is used, you authorize Lunvate and its payment providers to charge your authorized payment method for the applicable recurring fee on or around each billing date until cancellation becomes effective.

Where manual invoicing is used, you agree to pay each recurring invoice according to the payment terms stated on the invoice.

Applicable taxes may be added where required.

6. Cancellation

You may cancel the recurring Services at any time by providing written notice to Lunvate, including by email to **support@lunvate.com** or through another cancellation method we make available.

Cancellation becomes effective at the **end of your then-current paid billing period**.

There is no additional thirty-day cancellation period.

For example, if your paid billing period ends on October 15 and you cancel on October 5, your Services will generally remain active through October 15 and will then terminate.

You will not be billed for a new recurring service period after cancellation becomes effective.

Recurring fees already paid are non-refundable and will not be prorated for unused portions of a billing period, except where required by applicable law.

Cancellation does not eliminate your obligation to pay a setup fee, recurring fee, invoice, or other amount that became due before cancellation took effect.

7. Failed and Overdue Payments

You are responsible for paying invoices when due and maintaining a valid payment method where automatic billing is used.

If an amount remains unpaid for **fourteen (14) calendar days after its due date**, we may suspend some or all of the Services until the account is brought current.

Suspension may include disabling automations, campaigns, integrations, forms, landing pages, supplementary domains, or other functionality.

We may terminate the Services for continued nonpayment.

Suspension or termination for nonpayment does not eliminate your obligation to pay amounts already owed.

8. Price Changes

Lunvate may change recurring service fees by providing at least **thirty (30) days' advance written notice**.

A price increase will apply no earlier than the beginning of a future billing period following the notice period.

If you do not wish to continue at the new price, you may cancel the Services before the new pricing takes effect.

9. Customer Data

To provide the Services, you may provide customer information directly to us or authorize us to access such information through your CRM, databases, or other systems.

This information may include customer names, email addresses, phone numbers, transaction information, customer status, and other information reasonably necessary to provide the Services ("**Customer Data**").

As between you and Lunvate, you retain your rights in your Customer Data.

You represent and warrant that:

1. you have the lawful right and authority to collect, use, disclose, and make the Customer Data available for the purposes contemplated by these Terms;
2. you have provided any notices and obtained any permissions or consents required by applicable law;
3. you have the lawful authority to instruct us to process Customer Data and facilitate communications using that data;
4. your instructions regarding Customer Data and customer communications comply with applicable law; and
5. you will not knowingly provide Customer Data that you are prohibited from providing or using for the Services.

We may process Customer Data as reasonably necessary to provide, maintain, secure, troubleshoot, and support the Services and to comply with applicable legal obligations.

10. CRM and Account Access

You may authorize Lunvate to access your CRM, email systems, integrations, domain settings, databases, or other third-party accounts as reasonably necessary to provide the Services.

You authorize us to perform actions within those systems that are reasonably necessary to configure, test, maintain, troubleshoot, and operate the Services you have requested.

We will not knowingly use such access for purposes unrelated to providing, maintaining, securing, or supporting the Services.

You remain responsible for maintaining appropriate security over your own accounts, systems, employees, passwords, credentials, and devices.

Following termination, access that is no longer reasonably necessary for us to provide or wind down the Services may be removed or revoked.

11. Communications Sent on Your Behalf

You expressly authorize Lunvate to configure, automate, and facilitate customer communications on your behalf as part of the Services.

You authorize approved communications to identify the sender using, as applicable:

- your business or trade name;
- your trademarks, logos, or branding;
- domains authorized for the Services;
- email addresses authorized for the Services; and
- the name of an owner, employee, manager, representative, or other person designated or approved by you.

You represent that you have authority to authorize our use of these names, identities, trademarks, branding, domains, and other materials.

You are responsible for ensuring that individuals whose names are used in customer communications have been appropriately authorized.

We will not knowingly use the identity of an individual whom you have not authorized us to represent in connection with the Services.

Our limited authority to facilitate communications on your behalf does not create a general agency, partnership, employment, or fiduciary relationship.

12. Email, SMS, and Other Messaging

The Services may facilitate communications through email and, if offered or enabled, SMS or other messaging channels.

You are responsible for ensuring that your customer lists, instructions, requested campaigns, and underlying business practices comply with applicable laws, regulations, consent requirements, opt-out requirements, and industry rules.

Where required, you are responsible for obtaining and maintaining legally sufficient consent or other lawful authority to contact recipients.

You will not instruct Lunvate to send unlawful, deceptive, misleading, abusive, or unauthorized communications.

Lunvate may implement unsubscribe functionality, suppression lists, consent controls, sending limitations, or other compliance or deliverability measures.

We may refuse, suspend, modify, or discontinue communications that we reasonably believe create legal, regulatory, platform-policy, security, deliverability, or reputational risk.

Nothing in these Terms transfers, waives, or eliminates any legal obligation that applicable law imposes directly on Lunvate.

13. Reviews, Feedback, and Platform Integrity

Where the Services involve customer feedback or reviews, they are intended to facilitate legitimate feedback and authentic customer reviews.

You may not use the Services to create, purchase, fabricate, manipulate, or procure fake or false reviews.

You may not use the Services to fabricate customer experiences, submit reviews on behalf of customers without proper authorization, condition compensation or incentives on a particular review sentiment, unlawfully suppress legitimate negative reviews, threaten customers regarding legitimate reviews, misrepresent testimonials as independent when they are not, or otherwise engage in deceptive review practices.

The Services are not intended to provide review gating designed to selectively direct customers with positive experiences to public review platforms while intentionally preventing or discouraging customers with negative experiences from having the same opportunity.

We may immediately suspend or terminate Services if we reasonably believe they are being used for fake reviews, deceptive review practices, unlawful review suppression, review manipulation, or similar conduct.

14. No Guarantee of Results

Results from the Services depend on numerous factors outside Lunvate's control, including customer behavior, your business operations, third-party platforms, market conditions, and technical systems.

Lunvate does **not guarantee any particular result from the Services**, including:

- any specific number of customer responses or reviews;

- positive reviews or any particular rating;
- increased leads, sales, revenue, or profit;
- increased conversion rates;
- improved reputation;
- search-engine rankings;
- increased website traffic; or
- any other particular business or financial outcome.

Past results, case studies, examples, projections, demonstrations, or estimates do not constitute guarantees of future results.

15. Third-Party Services

The Services may depend on third-party software, hosting providers, email infrastructure, APIs, CRM systems, domain registrars, telecommunications providers, payment providers, online platforms, and other third-party products and services.

Lunvate may select, replace, modify, or discontinue third-party providers used to deliver the Services when reasonably necessary.

Third-party services may experience outages, downtime, policy changes, API changes, feature changes, deliverability issues, security incidents, account restrictions, pricing changes, or discontinuation.

To the maximum extent permitted by applicable law, Lunvate is not responsible for failures, interruptions, restrictions, suspensions, changes, or other events caused by third-party services and outside our reasonable control.

16. Third-Party Platforms

Third-party platforms control their own policies, listings, moderation decisions, algorithms, rankings, content publication and removal, account access, and functionality.

Lunvate does not control these platforms and cannot guarantee how they will treat content, accounts, communications, reviews, listings, or other activity associated with the Services.

You agree not to use the Services in a manner that knowingly violates applicable third-party platform rules or policies.

17. Supplementary Domains

As part of providing the Services, Lunvate may register, acquire, configure, host, or use supplementary domains that reference or resemble your business name, brand, products, services, or primary domain.

These domains may be used for forms, landing pages, links, campaign infrastructure, customer communications, or other functionality related to the Services.

The cost of ordinary supplementary domains selected by Lunvate for the Services is included in the applicable service pricing unless otherwise expressly agreed.

You expressly authorize Lunvate during the term of the Services to register and use such domains and to use your business name, branding, or marks within or in connection with those domains solely for purposes related to providing the Services.

Unless expressly agreed otherwise in writing:

1. any supplementary domain registered or acquired by Lunvate is and remains the property of Lunvate;
2. payment of setup or recurring fees does not transfer ownership of the domain to you;
3. you do not acquire an automatic right to demand the transfer, assignment, sale, or continued use of the domain after termination; and
4. after termination, Lunvate will discontinue using the domain to actively represent or communicate on your behalf.

We will not intentionally use a supplementary domain after termination in a manner designed to falsely represent that Lunvate continues to act on your behalf.

Nothing in this section transfers ownership of your underlying trademarks, trade names, logos, or other intellectual property to Lunvate.

18. Your Branding and Intellectual Property

You retain ownership of your trademarks, logos, trade names, content, Customer Data, and other materials owned by you.

During the term of the Services, you grant Lunvate a limited, non-exclusive, royalty-free license to use those materials as reasonably necessary to provide the Services.

This may include using your authorized branding in communications, forms, landing pages, supplementary domains, campaigns, and related materials.

This license ends when it is no longer reasonably necessary to provide or wind down the Services, except where continued retention or use is required by applicable law.

19. Lunvate Intellectual Property

Lunvate retains all rights, title, and interest in its pre-existing or independently developed automation architecture, workflows, templates, processes, methodologies, software configurations, technical configurations, campaign structures, documentation, systems, designs, know-how, and other intellectual property used to provide the Services.

Your payment purchases access to the Services described in your applicable commercial arrangement. It does not transfer ownership of Lunvate's underlying systems, methods, templates, workflows, technology, supplementary domains, or know-how unless expressly agreed otherwise in writing.

Lunvate remains free to use its general systems, templates, methodologies, and know-how to provide services to other clients.

20. Service Modifications

Lunvate may modify the technical implementation of the Services to improve or maintain functionality, security, reliability, compliance, deliverability, or efficiency.

We may replace software, infrastructure, integrations, vendors, workflows, or technical configurations without separate approval from you, provided that doing so does not intentionally eliminate the fundamental Service you purchased without reasonable notice.

Features may be added, modified, replaced, or discontinued over time.

21. Client Responsibilities

You are responsible for providing accurate business information and lawfully obtained Customer Data, maintaining required permissions and consents, providing necessary system access, ensuring that your instructions to Lunvate are lawful, reviewing material representations about your business, promptly notifying us of incorrect or unauthorized communications, keeping your contact and billing information current, and reasonably cooperating with us where necessary to provide the Services.

You remain responsible for your business, products, services, and the accuracy of representations you instruct or authorize us to communicate.

22. Suspension and Termination by Lunvate

Lunvate may immediately suspend or terminate some or all Services if we reasonably believe that you are engaging in unlawful activity, requesting spam or unauthorized communications, manipulating reviews, abusing the Services, providing fraudulent or materially misleading information, materially violating applicable third-party platform policies, threatening the security or stability of our systems, materially harming sender reputation or deliverability, creating material legal, regulatory, financial, security, or reputational risk for Lunvate, or materially breaching these Terms.

Where reasonably appropriate and the issue can be cured without creating material risk, we may provide an opportunity to correct the issue before termination.

We may nevertheless suspend Services immediately where reasonably necessary to protect our infrastructure, customers, third parties, sender reputation, or business.

23. Effect of Cancellation or Termination

When the Services terminate, active automations may be disabled, campaigns may stop, hosted forms or landing pages may become unavailable, integrations may be disconnected, Lunvate-controlled supplementary domains will cease being actively used on your behalf, and access to Lunvate-controlled systems may be revoked.

Customer Data held by us may be deleted when it is no longer reasonably necessary for us to provide or wind down the Services, maintain legitimate business records, resolve disputes, enforce our agreements, or comply with applicable legal obligations.

You remain responsible for amounts incurred or owed before the effective termination date.

Provisions that by their nature should survive termination—including payment obligations, intellectual property provisions, confidentiality obligations, disclaimers, limitations of liability, indemnification, and dispute provisions—will survive termination.

24. Confidentiality

Each party may receive non-public business, technical, financial, customer, operational, or other confidential information from the other party ("**Confidential Information**").

Each party agrees to use the other party's Confidential Information only as reasonably necessary to perform or receive the Services and to take reasonable measures to prevent unauthorized disclosure.

Confidential Information does not include information that becomes publicly available without breach of these Terms, was lawfully known before disclosure, is lawfully received from another source without confidentiality restrictions, or is independently developed without use of the other party's Confidential Information.

A party may disclose Confidential Information where required by applicable law or legal process.

25. Data Security

Lunvate will use commercially reasonable measures appropriate to the nature of the Services to protect Customer Data within our control against unauthorized access, use, or disclosure.

No internet-based, cloud-based, or electronic system can be guaranteed to be completely secure.

Lunvate therefore does not guarantee that unauthorized access, cyberattacks, data loss, or other security incidents will never occur.

You are responsible for maintaining reasonable security over your own systems, accounts, passwords, credentials, employees, devices, and networks.

26. Data Retention

Lunvate may retain Customer Data for as long as reasonably necessary to provide the Services.

Following termination, we may delete Customer Data when it is no longer reasonably necessary for legitimate business purposes, dispute resolution, security, recordkeeping, or compliance with applicable law.

Nothing in these Terms requires Lunvate to permanently store Customer Data on your behalf.

You are responsible for maintaining your own records and backups of Customer Data you wish to retain.

27. Independent Contractor

Lunvate is an independent contractor.

Nothing in these Terms creates an employment relationship, partnership, joint venture, franchise, fiduciary relationship, or general agency relationship between you and Lunvate.

Any authority granted to Lunvate to use your branding, systems, or identity or facilitate communications on your behalf is limited to what is reasonably necessary to provide the Services you have authorized.

28. No Exclusivity

Unless expressly agreed otherwise in writing, our relationship is non-exclusive.

Lunvate may provide similar or identical services to other businesses, including businesses operating in the same industry, market, or geographic area as you.

We will not knowingly disclose your Confidential Information to another client in violation of these Terms.

29. Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE."

Except as expressly provided in these Terms, Lunvate disclaims warranties, representations, and conditions, whether express, implied, statutory, or otherwise, to the maximum extent permitted by applicable law.

Lunvate does not warrant that the Services will be uninterrupted, error-free, completely secure, or available at all times.

Lunvate does not warrant the continued availability, functionality, policies, or performance of any third-party service.

30. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LUNVATE WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS, LOST OPPORTUNITIES, LOSS OF GOODWILL OR REPUTATION, OR LOSS OF DATA, ARISING OUT OF OR RELATING TO THE SERVICES OR THESE TERMS, REGARDLESS OF THE THEORY OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LUNVATE'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE SERVICES OR THESE TERMS WILL NOT EXCEED THE RECURRING SERVICE FEES ACTUALLY PAID BY YOU TO LUNVATE DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

The one-time setup fee is not included when calculating this liability cap.

If you have received recurring Services for fewer than three months when the event giving rise to the claim occurs, the liability cap will be limited to the recurring service fees actually paid by you up to that time.

Nothing in these Terms excludes or limits liability to the extent applicable law prohibits that liability from being excluded or limited.

31. Client Indemnification

To the maximum extent permitted by applicable law, you agree to defend, indemnify, and hold harmless Lunvate and its owner, contractors, representatives, and agents from third-party claims, damages, liabilities, penalties, judgments, costs, and reasonable legal fees arising out of or relating to Customer Data you provide or make accessible; your failure to obtain required consent, permission, or authorization; instructions you provide that violate applicable law; unlawful, deceptive, misleading, or unauthorized communications requested or authorized by you; your products, services, representations, or business practices; materials or intellectual property supplied or authorized by you that violate third-party rights; prohibited review practices undertaken, requested, or directed by you; or your material breach of these Terms.

This section does not require you to indemnify Lunvate for claims to the extent caused by Lunvate's own conduct where applicable law does not permit that liability to be shifted to you.

32. Force Majeure

Neither party will be liable for delay or failure to perform caused by events beyond its reasonable control, including natural disasters, fires, severe weather, war, civil unrest, government actions, power failures, internet outages, telecommunications failures, cyberattacks by third parties, labor disruptions, widespread third-party service outages, or failures of external infrastructure.

This section does not excuse your obligation to pay amounts that became due for Services already provided.

33. Notices

Notices under these Terms may be provided electronically unless applicable law requires another method.

Lunvate may send notices to the email address or other business contact information you provide.

You may send notices, including cancellation notices, to **support@lunvate.com**.

You are responsible for keeping your contact and billing information current.

34. Changes to These Terms

Lunvate may modify these Terms from time to time.

For material changes applicable to existing Clients, we will provide reasonable advance notice by email or another reasonable method.

Changes to recurring pricing will be handled in accordance with Section 8.

Where permitted by applicable law, continued use of the Services after an updated version becomes effective constitutes acceptance of the updated Terms.

Changes will not retroactively eliminate payment obligations or other rights or obligations that arose before the change became effective.

Lunvate may retain dated or archived versions of these Terms for recordkeeping purposes.

35. Assignment

You may not assign or transfer these Terms or your rights under them without Lunvate's prior written consent, except where otherwise required by applicable law.

Lunvate may assign or transfer these Terms in connection with a sale or transfer of the business, corporate reorganization, conversion to another business form, sale of substantially all relevant assets, or similar business transaction.

36. Governing Law and Disputes

These Terms and any dispute arising out of or relating to the Services or these Terms are governed by the **laws of Sweden**, without regard to conflict-of-laws principles, except where applicable law requires otherwise.

Any dispute arising out of or relating to these Terms or the Services will be subject to the jurisdiction of the **competent courts of Sweden**, except where applicable law requires otherwise.

Before commencing formal legal proceedings, the parties agree to make reasonable good-faith efforts to resolve the dispute directly.

37. Entire Agreement

These Terms, together with the applicable invoice, proposal, payment page, order, pricing agreement, or other Client-specific document expressly incorporated into them, constitute the entire agreement between you and Lunvate concerning the Services.

They supersede prior discussions, communications, representations, or agreements concerning the same subject matter.

If a Client-specific written pricing document conflicts with these Terms regarding the specific setup fee, recurring fee, or specifically agreed service scope, the Client-specific document will control solely with respect to that specific commercial term.

38. Severability

If any provision of these Terms is determined to be invalid, illegal, or unenforceable, that provision will be enforced to the maximum extent permitted by applicable law or modified as necessary to make it enforceable.

The remaining provisions will continue in full force and effect.

39. Waiver

A failure by Lunvate to enforce any provision of these Terms does not waive our right to enforce that provision or another provision later.

40. Headings

Section headings are included for convenience only and do not affect the interpretation of these Terms.

41. Electronic Agreement and Payment Acceptance

The parties agree that these Terms may be accepted electronically.

Where an invoice, payment page, payment request, proposal, or other purchase communication clearly references or links to these Terms, **payment of the applicable initial charge constitutes your acceptance of these Terms.**

You agree that electronic records of invoices, payment transactions, communications, notices, and the version of these Terms associated with your purchase may be used as evidence of the parties' agreement and transactions.

No handwritten signature is required for these Terms to constitute an agreement between the parties to the extent permitted by applicable law.

COMMERCIAL TERMS

Unless different terms are clearly disclosed in the applicable invoice, proposal, payment page, or other Client-specific written agreement:

Setup Fee: As stated on the applicable invoice or purchase documentation.

Setup Invoice: Due within 14 calendar days.

Recurring Fee: As disclosed before acceptance/payment.

Billing Frequency: Monthly.

Payment Method: Automatic payment or recurring invoice, depending on the Client's billing arrangement.

Subscription: Month-to-month.

Minimum Commitment: None.

Cancellation: At any time, effective at the end of the current paid billing period.

Setup Fee Refunds: Non-refundable once the initial system has been substantially configured or delivered, except where required by applicable law.

Recurring Fee Refunds: Recurring fees already paid are non-refundable and are not prorated, except where required by applicable law.

Price Changes: At least 30 days' advance written notice.

Nonpayment Suspension: Lunvate may suspend Services when an amount remains unpaid for 14 calendar days after its due date.

Supplementary Domains: Ordinary supplementary domains selected and registered by Lunvate for the Services are included in the applicable service price and remain owned by Lunvate.

Taxes: Applicable taxes may be added where required.

CONTACT

Service Provider: MBQ, operating as Lunvate

Business Type: Swedish sole trader (enskild firma)

Email: support@lunvate.com

Website: lunvate.com

Last Updated: August 25, 2026