

Terms of Service

Umain Campaign Contracting Portal

Last Updated: March 28, 2026
Effective Date: March 28, 2026

1. Introduction

These Terms of Service ("Terms") govern your use of the Umain Campaign Contracting Portal ("Portal"), operated by Umain AB, org.nr 556885-8384 ("Umain", "we", "us", or "our").

By accessing or using the Portal, you ("Customer", "you", or "your organization") agree to be bound by these Terms and our Privacy Policy.

IMPORTANT: This Portal is exclusively for business-to-business (B2B) customers who have been invited by Umain or its clients to participate in market campaigns. This is not a consumer service.

2. Eligibility and Access

2.1 Invitation-Only Access

Access to the Portal is granted exclusively to organizations that have:

- Received a formal invitation from Umain or its clients
- Been approved for participation in market campaigns
- Provided valid business contact information

2.2 Account Credentials

- Each organization receives access via a designated contact person's email address
- The contact person is responsible for maintaining the confidentiality of access credentials
- You may not share, transfer, or sell your Portal access to third parties

2.3 Age Requirement

The designated contact person must be at least 18 years old and authorized to represent your organization.

3. Campaign Contracts

3.1 Contract Signing

- Participation in each market campaign requires signing a separate contract via DocuSign
- Contracts are legally binding agreements between your organization and Umain
- Contract terms typically span 1–2 years (specified in individual contracts)

3.2 Contract Modifications

- Contracts may only be modified with mutual written consent
- Changes to campaign scope or pricing require a new contract or amendment

3.3 Contract Termination

- Contracts may be terminated in accordance with the specific terms outlined in each contract
- Early termination does not relieve your organization of payment obligations

4. Payment Terms

4.1 Payment Methods

The Portal offers two payment options:

- Full Payment: One-time payment of the total campaign amount
- Installment Payment: Split payment over multiple installments as specified in your contract

4.2 Payment Processing

- All payments are processed securely via Stripe
- You authorize Umain to charge your payment method for amounts due under your contract
- Payment methods are stored and managed by Stripe (not by Umain)

4.3 Payment Obligations

- Payment plans are binding and cannot be cancelled by the Customer
- Full campaign amount is due regardless of payment method chosen
- Missing installment payments may result in: grace period of 7 days, campaign feature deactivation after grace period, or legal action to recover unpaid amounts

4.4 Refunds

- Campaign payments are non-refundable except as required by law
- Disputes regarding payments must be raised within 30 days

5. Campaign Features

5.1 Feature Toggle

- Customers may activate or deactivate campaign features via the Portal
- Feature deactivation does not affect payment obligations
- Umain reserves the right to suspend features for breach of contract or non-payment

5.2 Market Engine Integration

- Campaign status is synchronized with Umain's Market Engine system
- Your organization's activation status is shared with the Market Engine to enable/disable campaign features

5.3 Service Availability

- We strive for 99.9% uptime but do not guarantee uninterrupted access
- Scheduled maintenance will be communicated in advance when possible
- We are not liable for service interruptions beyond our reasonable control

6. Data Processing and Privacy

6.1 Personal Data

By using the Portal, you acknowledge that Umain processes personal data about your designated contact person(s) as described in our Privacy Policy.

6.2 Legal Basis

We process your personal data based on:

- Contractual Necessity (GDPR Art. 6(1)(b)): To execute and manage campaign contracts
- Legal Obligation (GDPR Art. 6(1)(c)): To comply with financial record-keeping requirements

6.3 Third-Party Processors

Your data is shared with the following third-party service providers:

- DocuSign: Contract signing and storage
- Stripe: Payment processing
- Resend: Email delivery (authentication codes)

Data Processing Agreements (DPAs) are in place with all processors.

6.4 Your Rights

Under GDPR, you have the right to:

- Access your personal data
- Rectify inaccurate data
- Request erasure (after contract obligations are fulfilled)
- Export your data in a portable format
- Object to processing under certain circumstances

7. Intellectual Property

7.1 Umain Property

All content, trademarks, logos, and materials on the Portal are owned by Umain AB or its licensors. You may not:

- Copy, modify, or distribute Portal content
- Use Umain trademarks without written permission
- Reverse-engineer or attempt to extract source code

7.2 Campaign Materials

Marketing materials provided through campaigns are licensed for use only as specified in your contract.

8. Prohibited Conduct

You agree NOT to:

- Use the Portal for any unlawful purpose
- Attempt to gain unauthorized access to Portal systems
- Interfere with the Portal's operation or security
- Impersonate another organization or contact person
- Transmit viruses, malware, or harmful code
- Scrape, crawl, or use automated data collection
- Use the Portal to compete with Umain or its clients

Violations may result in immediate account suspension and legal action.

9. Warranties and Disclaimers

9.1 Service "As-Is"

The Portal is provided "AS IS" and "AS AVAILABLE" without warranties of any kind, either express or implied.

9.2 No Warranty

We do not warrant that:

- The Portal will be error-free or uninterrupted
- Defects will be corrected promptly
- The Portal is free from viruses or harmful components

9.3 Business Risk

You acknowledge that campaign performance depends on various factors beyond our control, including market conditions and customer behavior.

10. Limitation of Liability

10.1 Exclusion of Damages

To the maximum extent permitted by law, Umain shall not be liable for:

- Indirect, incidental, consequential, or punitive damages
- Lost profits, revenue, or business opportunities
- Data loss or corruption
- Service interruptions or downtime

10.2 Maximum Liability

Our total liability under these Terms shall not exceed the amount paid by your organization in the 12 months preceding the claim.

10.3 Exceptions

These limitations do not apply to:

- Fraud or fraudulent misrepresentation
- Death or personal injury caused by negligence
- Violations that cannot be limited by law

11. Indemnification

You agree to indemnify and hold harmless Umain AB, its affiliates, officers, and employees from any claims, damages, or expenses arising from:

- Your breach of these Terms
- Your violation of any law or third-party rights
- Unauthorized use of the Portal
- Your campaign activities or marketing materials

12. Modifications to Terms

12.1 Updates

We may modify these Terms at any time by posting updated Terms on the Portal.

12.2 Notice

Material changes will be communicated via email to your designated contact person at least 30 days before taking effect.

12.3 Acceptance

Continued use of the Portal after changes take effect constitutes acceptance of the updated Terms.

13. Term and Termination

13.1 Term

These Terms remain in effect as long as you have active campaign contracts or Portal access.

13.2 Termination by Umain

We may suspend or terminate your access immediately if:

- You breach these Terms
- Payment obligations are not met after grace period
- Your organization engages in fraudulent activity
- Required by law or regulatory authority

13.3 Effect of Termination

Upon termination:

- Your Portal access will be revoked
- Payment obligations remain in effect
- Provisions regarding confidentiality, liability, and disputes survive termination

14. Dispute Resolution

14.1 Governing Law

These Terms are governed by the laws of Sweden, without regard to conflict of law principles.

14.2 Jurisdiction

Any disputes shall be resolved in the courts of Stockholm, Sweden.

15. General Provisions

15.1 Entire Agreement

These Terms, together with your campaign contracts and our Privacy Policy, constitute the entire agreement between you and Umain AB.

15.1a Standalone Agreement

This agreement is entered into solely and directly between Umain AB and the Local Market entity identified in your campaign contract. It is a standalone agreement and is not entered into under, governed by, or subject to

any global framework agreement, master services agreement, digital agency partnership agreement, or any other agreement to which McDonald's Corporation or any of its affiliates may be a party. No such global or parent agreement shall be incorporated by reference, implied, or otherwise applicable to the rights and obligations set out herein.

15.2 Severability

If any provision is found unenforceable, the remaining provisions remain in full effect.

15.3 Waiver

Failure to enforce any provision does not constitute a waiver of that provision.

15.4 Assignment

You may not assign these Terms or your Portal access without our written consent.

15.5 Force Majeure

Neither party is liable for delays or failures due to circumstances beyond reasonable control (natural disasters, war, pandemics, etc.).

16. Contact Information

For questions about these Terms:

Umain AB

Grev Turegatan 1, 114 46 Stockholm, Sweden

Org.nr: 556885-8384

Legal: legal@umain.com

Support: support@umain.com

Privacy: campaign.privacy@umain.com

17. Acknowledgment

By clicking "I Accept" or using the Portal, you acknowledge that:

- You have read and understood these Terms
 - You are authorized to bind your organization to these Terms
 - You agree to comply with all provisions herein
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