Terms of Service

Updated: November 2026

Openroll provides an AI platform for HR and People teams that supports People operations, employee and manager case management, and employment contract lifecycle management (the "Service"). The Service is provided through our software tools (the "Software Tools"), including our web app for professionals (the "Web App").

A description of the Service is available on our Website. The Service is currently available in English, but the content or material provided through the Service (the "Service Content") may be available in additional languages.

1. Introduction

These Terms of Service (the "Terms of Service"), together with any applicable Order Form(s), constitute the agreement governing your use of the Service. Your access to and use of the Service is subject to your acceptance of these Terms of Service (including any future updates). If you do not accept these Terms of Service, you may not access or use the Service.

These Terms of Service are entered into between Openroll, Inc ("Openroll," "we," "our," or "us") and the company or organization you represent (the "Subscriber"). By signing up for the Service, you agree to these Terms of Service on behalf of the Subscriber and confirm that you are authorized to do so.

In the event of any conflict between these Terms of Service and any applicable Order Form(s), the terms of the Order Form(s) shall prevail.

2. Use of the Service

Software Tools

The Service is accessible through our software tools (the "Software Tools"), which are described on our Website. These include our Web App for business users.

Access to the Web App requires a valid subscription to a Plan.

The specific functionality and features available to you, including access to certain Service Content, may vary depending on your Plan.

Access to the Service

To access and use the Service, you must create a user account using your email address. You log in to the Service by entering your email and verifying your identity through a secure magic link sent to your inbox.

You are responsible for maintaining the security of your email account and ensuring that unauthorized individuals do not gain access to your inbox. If you suspect unauthorized access to your Openroll account, please notify us immediately.

System Requirements

Use of the Service requires a compatible device, an internet connection, and access to a supported web browser. For the best experience, we recommend using an up-to-date version of Chrome, Safari, Edge, or Firefox.

Updates of the Service and the Software Tools

You acknowledge that we may, from time to time, update or improve the Service. These updates may include changes to features, functionality, and Service Content, and may be applied automatically.

By using the Service, you consent to receiving such updates. These Terms of Service apply to all updated versions of the Service.

We may add, modify, or remove features at our discretion, including features available under the Plan you subscribe to.

Subcontractors

We may engage subcontractors to support the delivery and operation of the Service. You acknowledge and agree that the use of certain subcontractors is necessary for providing the Service.

Responsibility for Internet Connection

Access to the Service requires a stable internet connection. You are solely responsible for maintaining your own internet access and ensuring it meets the requirements for using the Service.

Costs for Data Usage

You are responsible for any data charges or internet traffic costs incurred while using the Service.

Conditions for Use

You may only use the Service for its intended purpose -- namely, People operations, people analytics, HR workflows, employee and manager case management, and employment contract lifecycle management -- and only in accordance with applicable laws and regulations.

When accessing or using the Service, including any Service Content, you represent and warrant that neither you nor anyone acting on your behalf will:

- breach or circumvent (or encourage anyone to breach or circumvent) any laws, rules, regulations, or third-party rights;
- attempt to access any area of the Service you do not have permission to access;
- introduce or distribute malicious software (e.g., viruses, worms, spyware, Trojan horses, or time bombs);
- take any action that places an unreasonable or disproportionately large load on our infrastructure;
- frame, mirror, or otherwise incorporate any part of the Service into another website or platform without our prior written consent;
- bypass, interfere with, or disable any security or access control mechanisms;
- use automated tools (such as bots or scrapers) to extract data from the Service;
- copy, modify, reverse engineer, or disassemble the Service or any part of it, except as permitted by law;

- impersonate any person or misrepresent your affiliation with any individual or entity.

If we determine that you have breached these Terms of Service or applicable laws, or misused the Service, we may (i) limit, suspend, or revoke your access to the Service, (ii) take legal and technical steps to prevent further misuse, and (iii) terminate your account with immediate effect. If you are subscribed to a paid Plan, termination under this clause does not entitle you to any refund.

Availability of the Service

We aim to ensure the Service is reliable and available, but the Service is provided on an "as available" basis. We do not guarantee uninterrupted or error-free operation. Temporary unavailability may occur due to planned maintenance, technical issues, or updates.

Responsibility for User Content

You are solely responsible for any content you upload or submit to the Service ("User Content"), including ensuring it complies with applicable laws and does not infringe on the rights of any third party, including intellectual property rights.

You also warrant that your User Content does not contain any malicious code, viruses, or other software that could harm, disrupt, or interfere with the Service.

No Legal or Employment Advice

You acknowledge that the Service and Service Content are provided for informational purposes only. They do not constitute legal, financial, or employment advice. You are solely responsible for evaluating any output, insights, or recommendations generated by the Service and for ensuring compliance with applicable laws and internal policies before acting on such information.

Internal Use

You agree to use all Service Content solely for your internal business purposes. You may not share, publish, or otherwise distribute any Service Content to third parties without our prior written consent or as expressly permitted under these Terms of Service.

3. Plans and Pricing

Plans for the Service

We offer different subscription plans ("Plans") for the Service. Each Plan includes specific features, functionality, and access to certain Service Content. Some features may only be available under higher-tier Plans.

The available Plans and their respective features are described on our Website.

To use the Service, you must select a Plan and provide the required information during the sign-up process. Depending on the Plan, you may be asked to provide additional information, including payment details, before gaining access.

Some Plans may include a free trial period ("Free Trial"), which provides access to selected features of the Plan at no cost for a limited time. Availability and duration of any Free Trial are outlined on our Website. If you do not cancel your subscription before the Free Trial ends, you will be charged for the Plan you selected.

Subscription Fee and Payment of Subscription Fees

The price for each Plan (the "Subscription Fee") is specified in your applicable Order Form or as otherwise communicated to you directly by us. The Subscription Fee applies for the selected Subscription Period.

We may update the Subscription Fee for future Subscription Periods. If so, we will notify you at least thirty (30) days before the renewal date, giving you the option to cancel your subscription before the new pricing takes effect.

All Subscription Fees are exclusive of applicable taxes (such as VAT or similar sales taxes) and any additional charges. You are responsible for paying such taxes and charges.

Unless otherwise agreed, the Subscription Fee is billed in advance on a recurring basis at the start of each Subscription Period.

Plan Subscription Period

The subscription period for your Plan (the "Subscription Period") is specified in your applicable Order Form or as otherwise agreed between you and Openroll. Subscription Periods may vary depending on the Plan.

If your Plan allows for a change in Subscription Period, such changes will take effect after the current Subscription Period ends.

Subscriptions renew automatically at the end of each Subscription Period unless you cancel in accordance with these Terms or your Order Form. Upon renewal, you will be charged the applicable Subscription Fee for the new Subscription Period.

Team Owner

The first user account created for a business and associated with a subscribed Plan becomes the team owner ("Team Owner").

The Team Owner can invite additional users ("Team Members") to join the team. All Team Members will be assigned the same Plan and have access to the same features, functionality, and Service Content as the Team Owner.

The Team Owner is responsible for all costs associated with the team's subscription, including the Subscription Fees for all invited Team Members.

Delay in Payments

If you fail to pay the Subscription Fee for your Plan on time, whether due to a declined payment method or a delayed invoice payment, we may suspend your access to the Service until all outstanding amounts are paid in full.

In the case of delayed invoice payments, we reserve the right to charge default interest in accordance with applicable law, as well as any additional fees permitted under such law, until full payment is received.

4. Rights and Ownership

License to use the Service

You are granted a non-exclusive, non-transferable, revocable, and limited license to access and use the Service, subject to these Terms of Service. Your continued right to use the Service is conditional upon compliance with these Terms.

Ownership

Openroll retains all rights, title, and interest in and to the Service, including its software, source code, trademarks, documentation, tools, and all related intellectual property. Nothing in these Terms shall be construed as transferring any ownership or intellectual property rights to you or the Subscriber.

For clarity, you retain ownership of all User Content and User Data that you upload or provide through the Service.

User Content

You retain all rights to any User Content you upload to the Service. By submitting User Content, you grant Openroll a non-exclusive, royalty-free, worldwide license to use, host, store, copy, modify, display, and create derivative works of such content solely for the purpose of operating and improving the Service. This license is sub-licensable and transferable only as needed to fulfill that purpose.

5. Data Protection

Controllership

Openroll is the data controller for the processing of personal data in connection with your use of the Service, in accordance with the General Data Protection Regulation (EU) 2016/679 ("GDPR").

Privacy Policy

For further information on our processing of personal data, please see our Privacy Policy.

6. Term and Cancellation

Term

These Terms of Service remain in effect for as long as you use the Service and/or maintain an active subscription to a Plan, unless terminated earlier in accordance with these Terms or any applicable Order Form.

Cancellation

Unless otherwise agreed in an applicable Order Form, the following cancellation terms apply:

- For annual Plans: You must cancel your subscription at least two (2) months before the end of the current Subscription Period to avoid automatic renewal.

- For enterprise or custom annual Plans: You must cancel at least three (3) months before the end of the current Subscription Period.
- For monthly Plans (if applicable): You must cancel by the last day of the Subscription Period.

If cancellation is not received within the relevant notice period, the Plan will automatically renew for an additional Subscription Period and the applicable Subscription Fee will be charged.

Termination for Cause

Either party may terminate these Terms of Service and any applicable Order Form(s) with immediate effect if:

- The other party materially breaches its obligations and fails to remedy the breach within thirty (30) days of written notice specifying the breach, or
- The other party becomes insolvent, files for bankruptcy, or enters liquidation proceedings.

Discontinuation of the Service

We reserve the right to discontinue the Service (or specific parts of it) at any time. If we do so, and you have a paid subscription, you will be entitled to a prorated refund for any unused portion of your Subscription Period.

Survival of Terms

The following provisions will survive the termination or expiration of these Terms: Ownership, Indemnification, Limitation of Liability, Miscellaneous, and Governing Law and Dispute Resolution.

7. Changes to the Terms of Service

We may update or modify these Terms of Service from time to time.

If we make material changes, we will notify you at least thirty (30) days before the changes take effect. If you continue to use the Service without objecting during this notice period, you will be deemed to have accepted the updated Terms on behalf of the Subscriber.

If you do not agree to the changes and they materially and adversely affect you, you may terminate your Plan and these Terms before the changes take effect, provided you notify us within the thirty (30) day period.

This right to terminate does not apply to any binding Order Form(s) executed between you and Openroll, which remain in effect under their own terms.

8. No Warranties

We strive to keep the Service reliable, secure, and continuously available. However, you acknowledge and agree that the Service is provided "as is" and "as available," without any express or implied warranties of any kind.

To the fullest extent permitted by law, we disclaim all warranties, whether express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement. We make no guarantee that the Service will be error-free, uninterrupted, or that it will meet your specific expectations.

9. Indemnification

Indemnification by Us

We will indemnify, defend, and hold the Subscriber harmless from and against any damages or costs arising out of third-party claims that the Service (excluding User Content) infringes, misappropriates, or otherwise violates any intellectual property or other proprietary rights.

Indemnification by the Subscriber

You agree to indemnify, defend, and hold Openroll harmless from and against any damages or costs resulting from third-party claims arising out of (i) your breach of these Terms of Service; or (ii) any User Content that infringes, misappropriates, or violates intellectual property or other rights.

Claims Process

Each party must promptly notify the other in writing of any claim. The indemnifying party will have sole control over the defense and settlement of the claim, provided that (i) any settlement must fully release the indemnified party from liability, (ii) the indemnified party must not take actions that materially prejudice the defense; and (iii) the indemnified party must not be required to admit fault.

10. Liability

Limitation of Liability

To the fullest extent permitted by law, neither Openroll, nor our licensors or suppliers, shall be liable for (i) any loss or damage arising out of or in connection with the use of -- or inability to use -- the Service, or reliance on any content provided through the Service, including Service Content; (ii) the accuracy, completeness, or timeliness of any Service Content or any interruptions, delays, or omissions therein; (iii) any indirect, incidental, special, or consequential damages; (iv) loss of profits; (v) business interruption; (vi) loss of anticipated savings; (vii) loss of business opportunity, goodwill, or reputation; or (viii) loss due to downtime, data loss, or similar events.

Openroll's total liability for any and all damages arising under or in connection with these Terms of Service shall be limited, per calendar year, to an amount equal to one (1) price base amount (Sw. prisbasbelopp) in accordance with the Swedish Social Insurance Code (2010:110).

Exclusions

The above limitation of liability does not apply in cases of: (i) gross negligence or willful misconduct by Openroll; or (ii) any amounts payable to third parties under Clause 9 (Indemnification).

Claims Notification

Any claim for damages must be submitted to us in writing without undue delay, and no later than two (2) months from the date you became aware (or reasonably should have become aware) of the circumstance giving rise to the damage. Claims submitted thereafter will be deemed waived.

11. Miscellaneous

Entire Agreement

These Terms of Service, together with any applicable Order Form(s), constitute the entire agreement between you and Openroll regarding access to and use of the Service.

Assignment

We may assign or transfer all or part of our rights and obligations under these Terms of Service to a third party without your prior consent. You may not assign your rights or obligations without our prior written consent.

Severability

If any provision of these Terms of Service is held to be invalid, illegal, or unenforceable, that provision shall be enforced to the maximum extent permitted, and the remainder shall continue in full force and effect.

No Waiver

Failure or delay by either party to enforce any provision does not constitute a waiver. Any waiver must be in writing to be effective.

Marketing

You agree that we may use the Subscriber's name and logotype for promotional and marketing purposes and thus state in our marketing of the Service that the Subscriber uses the Service, unless you notify us that the Subscriber wishes to opt-out of such use.

12. Governing Law and Disputes

Governing Law

These Terms of Service shall be governed by and construed in accordance with the laws of Sweden, without regard to its conflict of law provisions.

Dispute Resolution

Any dispute, controversy, or claim arising out of or in connection with these Terms of Service -- including their interpretation, breach, termination, or invalidity -- shall be finally settled by the competent general courts of Sweden.

13. Support and Contact Information

If you need support, have questions about the Service, or wish to make a complaint, please contact us at support@openroll.com.

OPENROLL, INC
Reg. no. (file number, EIN pending): 10383670
Address: 1209 Orange Street, Wilmington, County of New Castle, Delaware 19801, USA
E-mail: support@openroll.com

14. Definitions

Term	Meaning
"Service"	Our AI platform for People operations, people analytics, HR workflows, employee and manager case management, and employment contract lifecycle management.
"Software Tool(s)"	Our Software Tool(s), including the Web App, through which we provide the Service.
"Web App"	Our web-based application for accessing and using the Service.
"Order Form"	Any written or electronically signed order form or proposal used by the Subscriber to subscribe to one or several Plans for the use of the Service.
"Plan"	A subscription plan that grants access to specific features, functionalities, and Service Content, subject to payment of a Subscription Fee.
"Free Trial"	A limited period during which the Subscriber can access the features, functionality, and Service Content of a Plan free of charge.
"Subscription Fee"	The price applicable to the Plan, as agreed in an Order Form or other agreement with the Subscriber.
"Subscription Period"	The duration for which the Subscriber has subscribed to a specific Plan.
"Service Content"	The content and materials made available through the Service, excluding User Content.
"User Content"	Any content uploaded to the Service by the user, such as notes, annotations, or uploaded documents.
"User Data"	Any information, including personal data, that relates to users of the Service and is collected during their use of the Service.
"Subscriber"	The company or organization that has entered into these Terms of Service and any applicable Order Form(s) to use the Service.
"Terms of Service"	These terms and conditions governing the use of the Service.
"Website"	Our website available at openroll.com.