



CROWDVILLE

TERMS AND CONDITIONS

10 Jan 2018

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This Agreement must be completed, understood and agreed to by a person over 18. If a parent or guardian wishes to permit a person under 18, and under his or her supervision, to use this site, he or she should email the Company with his or her explicit permission and acceptance of full legal responsibility for the minor to do so. If you are not yet 18, or are accessing this site from any country where material on this site is prohibited or illegal, please leave now as you do not have permission to access this site.

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Security

You agree that if you are issued a Username and Password by the Company, you shall use your best efforts to prevent access to this site through your Username and Password by anyone other than yourself, including but not limited to, keeping such information strictly confidential, notifying the Company immediately if you discover loss or access to such information by another party, and by using a Username and Password not easily guessed by a third party.

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You agree that you shall comply with all applicable export and import control laws and regulations in your use of this site, or materials or services received through this site, and, in particular, you shall not export or re-export or transmit anything on or received through this site in violation of local or foreign export laws and/or without all required U.K. and foreign government licenses or permits.

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The Company controls and maintains the Site from the U.K. and makes no representation that the material and information contained herein is appropriate or available for use in other locations/jurisdictions.

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Unless restricted by applicable law, you agree that any and all personal information/data relating to you collected by The Company from the Site from time to time may be used and disclosed for such purposes and to such persons as may be in accordance with the Company Privacy Policy. **Any personal data relating to you gathered by us in the registration process or during your use of the service will be recorded and only be used in accordance with our data protection policy. We comply fully with the data protection act 1998 and will only process your personal data in the normal conduct of business operations. Please see Privacy Policy for our data protection policy.**

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For the purposes of these Terms and Conditions, "Products" shall mean any and all goods and services advertised and/or promoted by The Company on the Site, in accordance with these terms and conditions. Additional terms and conditions may apply to purchases of Products, their delivery and provision, all of which terms are made a part of these Terms and Conditions by this reference. You agree to abide by such other terms and conditions. Where applicable, only orders for Products on the Site that are accepted by The Company shall constitute a legal, valid and binding contract between yourself and The Company.

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While you are registered on Company website (www.crowdville.net) you may be requested to be engaged as "Independent Contractors" for providing (crowd) services to Company Clients.

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More in general this engagement is based on English law, and Users from other Countries who choose to access this website from outside U.K. and accept engagement for providing service do so knowingly on their own initiative and voluntarily at their own risk and are solely responsible for compliance with local laws and regulations including such labor, commercial, trade, import and export control, customs, licensing, intellectual property, taxation, revenue laws of such relevant countries and jurisdictions, and to observe all such laws and regulations. In particular, you shall not export or re-export or transmit anything on or received through this website in violation of local or foreign export laws and/or without all required U.K. and foreign government licenses or permits.

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We prevent any possible engagement and / or product promoting and selling from Users resident in the following Closed Countries:

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- **North Korea,**
- **Iran,**
- **Burma (Myanmar),**
- **Sierra Leone,**
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- **Sudan,**
- **Venezuela;**

Users from Closed Countries who choose to access this Site from outside the U.K. do so knowingly on their own initiative and voluntarily at their own risk and are solely responsible for compliance with local laws and regulations.

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Signing this Term and Condition, you agree to respect and follow the rules of the “extreme confidentiality” and non disclosure agreement”.

Therefore any information about the services provided to Crowdville and to its Clients is considered confidential and must not be shared in any form and under any circumstances. Confidential information is the property of Crowdville and/or its Clients and you are obliged not to use or disclose any information.

All communication (messages, chats, posts, social network notes etc) has to be done exclusively inside Crowdville authorized platforms: (www.crowdville.net).

Writing messages and publishing posts about:

- 1) Crowdville,
- 2) Crowdville Clients,
- 3) Crowdville Clients products and services

outside Crowdville authorized platform in public (such as web sites, blogs, social networks and any other media etc.) is strictly forbidden. This also includes the Facebook and Twitter page managed by Crowdville.

We remind you that the aim and the objectives of Crowdville activities is to test, evaluate and improve digital products and services, generally not yet deployed to the consumer market, therefore it is absolutely forbidden to share any

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anomalies, errors, malfunctions, opinions, voting etc. in public (eg. Social Networks, forums, blog posts, including the pages of Facebook and/or Twitter managed by Crowdville and the private Facebook and/or Twitter groups), by whatever means and for whatever reasons because this would damage the image and the reputation of our Clients and our Client's product and services.

All violations will be, forcibly, prosecuted according to the UK and International laws".

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INDEMNIFICATION

You agree to defend, indemnify, and hold harmless the Company, **its directors**, its affiliates, subsidiaries, employees, agents, advertisers, licensors and contractors (collectively, "Indemnified Persons") from and against any and all liabilities, claims, losses, costs and expenses, including legal costs on an indemnity basis), directly or indirectly arising out of, related to or in connection with your access and use of this site, or any services, information or products provided through this site, any third party's access and use of the services provided through this site or your breach of any term of this Agreement.. You acknowledge and agree that each Indemnified Person has the right to assert and enforce its rights hereunder, in which event you shall cooperate with the Indemnified Person in asserting any available defenses.

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CHOICE OF LAW AND FORUM

This Agreement shall be governed by and construed in accordance with English and Wales law. Further, any disputes relating to or in connection with this Agreement will be governed by the laws of the United Kingdom without regard to its principles of conflicts of laws. You and the Company hereby agree and submit to the exclusive jurisdiction of the United Kingdom courts. This Agreement shall not be governed by the United Nations Convention on Contracts for the Sale of Goods.

MISCELLANEOUS

This Agreement constitutes the entire agreement and understanding between you and the Company in relation to its subject matter and supersedes and cancels in all respects all prior or contemporaneous (oral, written or electronic) agreements, representations, arrangements, understandings and undertakings between the parties with respect to the subject matter hereof and shall not be changed except by written agreement signed by an officer of the Company.

The failure to exercise or delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies and no single or partial exercise of any right or remedy. The rights and remedies contained in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

If any provision of this Agreement is prohibited by law or held to be unenforceable, the remaining provisions hereof shall not be affected, and this Agreement as much as possible under applicable law shall continue in full force and effect as if such unenforceable provision had never constituted a part hereof and the unenforceable provision shall be automatically amended so as to best accomplish the objectives of such unenforceable provision within the limits of applicable law.

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FINAL ACCEPTANCE OF TERM AND CONDITION

I declare that I have read this disclosure and I accept all the Terms & Conditions of this document.

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