



## TERMS AND CONDITIONS

10 Jan 2018

### ACCEPTANCE OF TERMS THROUGH USE

By using this site or by clicking "I agree" to this Agreement, you ("User") signify your agreement to these terms and conditions. If you do not agree to this Agreement please do not use this site and do not click "I agree". Crowdville Ltd (the "Company") reserves the right to amend this Agreement from time to time, by posting any changes to the Agreement (available at [www.crowdville.net](http://www.crowdville.net) with their new effective date. You understand and agree that your continued use of this site after the date on which the Agreement has changed constitutes your acceptance of such changes. The Company reserves the right to terminate a User's use of this site at any time without notice and may do so for any breach of this Agreement or the instructions on this site by the User.

By accessing [www.crowdville.net](http://www.crowdville.net), you agree to comply with and observe all applicable laws, regulations and directives including without limitation the laws of England and Wales where the Company has been incorporated and more in general the laws in connection with your access to, and use of, the Site. You agree not to make any false or fraudulent statements in your use of or to gain access to this Site.

### Content

You acknowledge and agree that all contents and services available on this Site are the property of The Company and its advertisers and licensors and are protected by copyrights, moral rights, trade marks, service marks, patents, trade secrets, and other proprietary rights and laws, in the U.K. and internationally. All rights not expressly granted herein are fully reserved by The Company, its advertisers and licensors.

### YOU MUST BE OVER 18 TO AGREE TO THIS AGREEMENT AND USE THIS SITE

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.

### LICENSE TO USE THIS SITE

Upon your agreement to this Agreement, the Company hereby grants you a non-exclusive, non-transferable limited license to use this site in strict accordance with the terms and conditions in this Agreement and as permitted via instructions on this site. You agree not to make any false or fraudulent statements in your use of or to gain access to this site. You acknowledge and agree that all content and services available on this site are the property of the Company and its advertisers and licensors and are protected by copyrights, moral rights, trademarks, service marks, patents, trade secrets, and other proprietary rights and laws, in the U.K. and internationally. All rights not expressly granted herein are fully reserved by the Company, its advertisers and licensors. You agree, in case of buying product and / or services, to pay for any and all purchases and services made using your name and credit card through this Site, not to challenge any such charges and to pay for all collections and/or legal fees resulting from any non-payment.

### LICENSE RESTRICTIONS

#### Use

Except as may be explicitly permitted through this site, you agree not to save, download, cut and paste, sell, license, rent, lease, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create

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You agree that you shall not try to reverse engineer, reverse assemble, reverse compile, decompile, disassemble, translate or otherwise alter any executable code, contents or materials on or received via this Site. You understand that such actions are likely to subject you to serious civil and criminal legal penalties and that The Company shall pursue such penalties to the full extent of the law to protect its rights and the rights of its other licensors.

## 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.

Accessing this site, and services, products or contents available on this site, except as expressly allowed through instructions and truthful statements by the User in regard to use of this site, from places outside the U.K. or where their contents are illegal, is prohibited. Those who choose to access this site from other locations **outside the U.K.** do so knowingly on their own initiative and voluntarily at their own risk and are responsible for compliance with local **and domestic** laws.

## Export

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.

## USER'S LICENSE GRANT TO SITE

You agree to the Site Submission Rules found here as part of this Agreement if provided on the site by the Company. By submitting, posting, displaying on this site or communicating to the Company through this site (collectively "Submissions"), you grant the Company a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive licence to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute any Submissions. You confirm and warrant to the Company that you shall have all the rights, power and authority necessary to grant the foregoing licence. The Company shall not treat any Submission as confidential and shall not incur any liability as a result of any similarities that may appear in future Company services or products. You acknowledge that you are fully responsible for the message, including its legality, reliability, appropriateness, originality and copyright. You hereby represent and warrant that your Submission does not infringe the rights of any third party.

## TRADE MARKS

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### Company's Control of Site

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.

### Personal Information / Data

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.**

### Products

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.

Although the Site is accessible worldwide, not all Products provided and/or made available on the Site are available to all persons or in all countries and jurisdictions, or appropriate or available for use outside the U.K. Any offer for any Product made on the Site is void where prohibited. It is your responsibility to verify that possession, promotion, distribution, circulation, importation or other dealing with Products offered by The Company is permitted under the laws and regulations of the country where you intend to carry out the aforementioned activities.

### Independent Contractors Engagement

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

Although the Site is accessible worldwide, the Company "Independent Contractors" engagement may not be appropriate in all countries and jurisdictions or subject to local authorization by governmental agency or market regulation authority. Any offer of engagement for any requested Services made on the websites is void where prohibited. It is your responsibility to verify that the service requested (i.e. service running, results elaboration, possession of any electronic

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devices connected to any internet access, promotion, distribution, circulation or other activity dealing with the requested service) by the engagement is permitted under the laws and regulations of the country where you intend to carry out the aforementioned activities.

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.

### Closed Countries

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

- Cuba,
- North Korea,
- Iran,
- Burma (Myanmar),
- Sierra Leone,
- Syria,
- 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.

### CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT.

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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## LIMITATION OF LIABILITY

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Under no circumstances shall the Company be liable regardless of the form of action for any failure of performance, system, server or connection failure, error, omission, interruption, breach of security, computer virus, malicious code, corruption, delay in operation or transmission, transmission error or unavailability of access in connection with your accessing this site and/or using the services provided through this site even if the Company had been advised as to the possibility.

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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.

## LEGAL COMPLIANCE

The Company may suspend or terminate this Agreement or User's use immediately upon receipt of any notice which alleges that the User has used this site for any purpose that violates any local, state, federal or law of other nations, including but not limited to the posting of information that may violate third party rights, that may defame a third party, that may be obscene or pornographic, that may harass or assault others, that may violate hacking or other criminal regulations, etc. of its agents, officers, directors, contractors or employees. In such event, the Company may disclose the User's identity and contact information, if requested by a government or law enforcement body or as a result of a subpoena or other legal action, and the Company shall not be liable for damages or results thereof and the User agrees not to bring any action or claim against the Company **and its directors** for such disclosure.

## 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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The User shall not assign, delegate or otherwise transfer any of its rights or obligations under this Agreement.

### Site Submission Rules

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You also agree that you shall not harvest or collect information about the users of this site or use such information for the purpose of transmitting or facilitating transmission of unsolicited bulk electronic e-mail or communications for any other commercial purpose of your own or a third party.

You further agree that you shall not solicit or collect information, or attempt to induce any physical contact with, anyone 18 years old or younger without appropriate prior verifiable express parental consent.

This site generally does not pre-screen, monitor, or edit the content posted by users of this site. However, the Company and its agents have the right, at their sole discretion, to remove any content that, in the Company's sole judgment, does not comply with the Site Submission Rules or is otherwise harmful, objectionable, or inaccurate. This site is not liable for any failure, delay, damages or results, in removing such content.

You agree that your use of this site may be suspended or terminated immediately upon receipt of any notice which alleges that you have used this site in violation of these Rules and/or for any purpose that violates any local, state, federal or law of other nations, including but not limited to the posting of information that may violate third party rights, that may defame a third party, that may be obscene or pornographic, that may harass or assault others, that may violate hacking or other criminal regulations, etc. of its agents, officers, directors, contractors or employees. In such event, you agree that the owner of this site may disclose your identity and contact information, if requested by a government or law enforcement body or as a result of a subpoena or other legal action, and the owner of this site shall not be liable for damages or results thereof, and you agree not to bring any action or claim against the owner of this site for such

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The Company reserves the right to amend these Site Submission Rules from time to time, by posting any changes to these Rules (available at [www.crowdville.net](http://www.crowdville.net)) and their new effective date. You understand and agree that your continued use of this site after the date the Rules has changed constitutes your acceptance of such changes.

#### **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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