



Welcome to **Crowdville™** Terms of Use.  
Last changed on **28<sup>th</sup> June 2019**.

#### **What's in these terms?**

These terms tell you the rules for using our website Crowdville.net (**Site**).

#### **PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE**

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#### **1. Who we are and how to contact us**

Crowdville.net is a website (**Site**) operated by Clariter Limited (**We** or **Us**). We are a limited company, registered in England and Wales under company number 8945468 and have our registered office at 8 Gainsborough Road - Leytonstone - London E11 1HT, England. Our main trading address is 1-15 Clare Street, EC2A 4UY, London, England. Our VAT number is GB189755244. To contact us, please email [support@crowdville.net](mailto:support@crowdville.net).

#### **2. By using our Site you accept these terms**

By using our Site, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms, you must not use our Site. We recommend that you print a copy of these terms for future reference.

#### **3. There are other terms that may apply to you**

These terms of use refer to the following additional terms, which also apply to your use of our Site:

- Our [Privacy Policy](#).
- Our [Cookie Policy](#), which sets out information about the cookies on our Site.
- Our [NDA, Non-Disclosure Agreements](#), which sets out information about usage of Confidential Information

#### **4. We may make changes to these terms**

We may amend these terms from time to time.

Any changes will be notified to you via a suitable announcement on the Site. The changes will apply with immediate effect to the use of the Site after we have given such notice. Every time you wish to use our Site, please check these terms to ensure you understand the terms that apply at that time. If you do not wish to accept the change(s) you should not continue to use our Site. If you continue to use our Site after the date on which any changes come into effect, your use of our Site indicates your agreement to be bound by the new terms.



## 5. We may make changes to our Site

We may update and change our Site from time to time to reflect changes to our users' needs and our business priorities. We will try to give you reasonable advance notice of any significant changes to our Site.

## 6. We may suspend or withdraw our Site

Our Site is made available to you free of charge.

We do not guarantee that our Site, or any content on it, will always be available or will be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Site for business or operational reasons. We will try to give you reasonable notice of any such suspension or withdrawal.

You are also responsible for ensuring that all persons who access our Site through your internet connection and account are aware of these terms of use and any other applicable terms and conditions, and that they comply with them.

## 7. Our Services

Through our Site, we provide:

- i) access to market research, public opinion polls, services for testing and for evaluating user experience, services to measure and improve customer reputation regarding our clients' products and/or services in relation to which you may wish to participate for commercial purposes;
- ii) access to newsletters, publications, promotions and marketing campaigns regarding our clients' goods and/or services that may interest you;
- iii) Access to information materials, videos and chat regarding participation campaigns in relation to our clients' products and/or services should you wish to participate
- iv) a professional and a nonprofessional commercial interactive network platform service through which we and you may share views, pictures, videos, campaigns and any information about our clients' products and services (**Interactive Services**).

We provide interactive services on our Site, including, without limitation: news group, timeline, private chat, blog post, news, notifications.

Where we do provide any Interactive Service(s), we will provide clear information to you about the kind(s) of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users from third parties when they use any interactive service provided on our Site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks.

Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, via private chat, support emails, public posts and comments on the timeline and groups, should a concern or difficulty arise.

We are under no obligation to oversee, monitor or moderate any interactive service that we provide on our Site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our [Content standards](#) to the fullest extent permitted by law, whether the service is moderated or not.

The use of any of our Interactive Services by any minor is not permitted and all users must be over eighteen years old.

Our Site will only be made available to you following your completion of the registration section of the Site including confirmation from you that these terms of use, the [non-disclosure agreement](#) and our [Privacy](#) and [Cookies](#) Policies have been read and accepted in full.

## 8. How to register with us

To register on our Site you must be over eighteen years of age.

If we have previously disabled your account for breaches of any of these terms or our Policies, we can prevent you from registering with us and using our Site.

You must ensure that the details provided by you on registration or at any other time are correct and complete.

You must inform us immediately of any changes to the information that you provided when registering by updating your personal details in order that we can communicate with you effectively.

We process information about you in accordance with our [Privacy Policy](#). By registering with us, you agree to such processing and you warrant that all data provided by you is accurate.

When you register to use the Site you will be asked to create your username and a password for your account. You must create your unique own account to have access to our Site.

## 9. You must keep your account details safe

If you choose to provide a user identification code, password or any other piece of personal information as part of our security procedures and/or setting up your profile, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use including [non-disclosure agreement](#), [Privacy](#) and [Cookie](#) Policies.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [support@crowdville.net](mailto:support@crowdville.net).



## 10. How you may use material on our Site

Except for all material you may publish or upload to our Site in accordance with these terms of Use, we are the owner or the licensee of all intellectual property rights in our Site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You must not translate or modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our Site must always be acknowledged.

You must not access or collect or use data from our services and/or from client's products or services in any way or attempt to access or use data that you do not have permission to do so.

You must not use any part of the content on our Site for any purposes.

If you print off, copy or download any part of our Site in breach of these terms of use, your right to use our Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

You may use our site only for lawful purposes. You may not use our Site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm any person in any way.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our [Content standards](#).
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- 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.

By registering with us, you agree:

- Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of these terms of use.
- Not to access without authority, interfere with, damage or disrupt:
  - any part of our site;
  - any equipment or network on which our site is stored;
  - any software used in the provision of our site; or
  - any equipment or network or software owned or used by any third party.

## 11. Content standards

These content standards (**Content Standards**) apply to any and all material which you contribute to our Site (**Contribution**), and to any interactive services associated with it.

The Content Standards must be complied with in spirit as well as to the letter. The standards apply to each part of any Contribution as well as to its whole.

We will determine, in our discretion, whether a Contribution breaches the Content Standards.

A Contribution must:

- Be accurate (where it states facts).
- Be genuinely held (where it states opinions).
- Comply with the laws applicable in England and Wales and in any country from which it is posted.

A Contribution must not:

- Be a statement that includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health and genetic and biometric data) or information about any criminal convictions and offences.
- Be defamatory of any person.
- Be obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be in contempt of court.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person.
- Give the impression that the Contribution emanates from us, if this is not the case.
- Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
- Contain any statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.
- Contain any advertising or promote any services or web links to other sites.

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[www.crowdville.net](http://www.crowdville.net)

for any info about this policy please contact [support@crowdville.net](mailto:support@crowdville.net)



## 12. International Use

We make no promise that materials on our Site are appropriate or available for use in locations outside the United Kingdom and accessing the Company Site from territories where its contents are illegal or unlawful is prohibited. If you choose to access this site from locations outside the United Kingdom, you do so on your own initiative and are responsible for compliance with local laws.

## 13. Do not rely on information on this Site

The content on our Site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Site.

Although we make reasonable efforts to update the information on our Site, we make no representations, warranties or guarantees, whether express or implied, that the content on our Site is accurate, complete or up to date.

## 14. We are not responsible for websites we link to

Where our Site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or of any information that you may obtain from them.

We have no control over the contents of those sites or resources.

## 15. User-generated content is not approved by us

This website may include information and materials uploaded by other users of the Site, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our Site do not represent our views or values.

If you wish to complain about information and materials uploaded by other users, please contact us on [support@crowdville.net](mailto:support@crowdville.net).

## 16. Our responsibility for loss or damage suffered by you

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

We exclude all implied conditions, warranties, representations or other terms that may apply to our Site or any content on it.

We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our Site; or
- use of or reliance on any content displayed on our Site.

In particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

## 17. How we may use your personal information

We will only use your personal information as set out in our [Privacy Policy](#).

## 18. Uploading content to our Site

You are responsible for any Contribution that you provide to us through our Site. You warrant that any such Contribution complies with our [Content standards](#), and you will be liable to us and indemnify us for any breach of that warranty. This means you will be fully responsible for any loss or damage that we may suffer as a result of your breach of warranty.

Any content that you upload to our Site will be considered non-confidential and non-proprietary unless we deem it to be otherwise.

You retain all of your ownership rights in your content, but by registering to use the Site you automatically grant to us a royalty free limited licence to use, store and copy that content and to distribute and make it available to third parties.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our Site constitutes a violation of their intellectual property rights, or of their right to privacy.

We have the right to remove any posting you make on our Site if, in our opinion, your post does not comply with the [Content standards](#) described above.

You are solely responsible for securing and backing up your content.

## 19. We are not responsible for viruses and you must not introduce them

We do not guarantee that our Site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our Site. You should use your own virus protection software.

You must not misuse our Site by knowingly transmitting any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You must not attempt to gain unauthorised access to our Site, the server on which our Site is stored or any server, computer or database connected to our Site.

You must not attack our Site via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990.

We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them.

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In the event of such a breach, your right to use our Site will cease immediately.

## **20. Rules about linking to our Site**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our Site in any website that is not owned by you.

Our Site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission at any time without notice.

The website in which you are linking must comply in all respects with these terms.

If you wish to link to or make any use of content on our Site other than that set out above, please contact [support@crowdville.net](mailto:support@crowdville.net).

## **21. Breach of these terms**

When we consider that a breach of these terms has occurred, we may take such action as we deem appropriate.

Failure to comply with these terms constitutes a material breach of the terms of use upon which you are permitted to use our Site, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our Site.
- Immediate, temporary or permanent removal of any Contribution uploaded by you to our Site.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We exclude our liability for all actions we may take in response to breaches of these terms. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

## **22. Which country's laws apply to any disputes?**

These terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

## **23. About these terms**

These terms constitute the entire agreement between you and us regarding your use of our Site and Services. They supersede any prior agreements.

Some of our Services we offer are also governed by supplemental terms (Commercial Terms). If you agree to participate to any of our activities (campaign) including market research, public opinion polls, marketing and testing, you will be provided with an opportunity to agree to our Commercial Terms that will become part of our agreement with you. To the extent that our Commercial Terms conflict with these terms, the Commercial Terms shall govern to the extent of the conflict.

If any portion of these terms is found to be unenforceable, the remaining portion will remain in full force and effect. If we fail to enforce any of these terms, it will not be considered a waiver. Any amendment to or waiver of these terms must be made in writing and signed by us.

You will not transfer any of your rights or obligations under these terms to anyone else without our consent.

These terms do not confer any third-party beneficiary rights. All of our rights and obligations under these terms are freely assignable by us in connection with a merger, acquisition or sale of assets, or by operation of law or otherwise.

We reserve all rights not expressly granted to you.