

Surveya Global Terms of Use

Effective as of November 9, 2016

Welcome to the Surveya Global service (the “Service”). The following Terms of Use apply when viewing or using the Service via our website located at www.surveya.global or by accessing the Service through clicking on the application (“the App”) on your mobile device.

Please read the entire Terms of Use document carefully. By accessing or using the Service, you signify your agreement to these Terms of Use. If you do not agree to these Terms of Use, you may not access and use the Service.

PRIVACY POLICY

Surveya Global respects the privacy of its Service users. Please refer to the Company’s Privacy Policy (found here: www.surveya.global/privacypolicy) which explains how we collect, use, and disclose information that pertains to your privacy. When you access or use our Service, you signify your agreement to this Privacy Policy.

ABOUT THE SERVICE

The Service allows you to manage your survey projects. It also allows you to automate questionnaires, download surveys to a mobile application, upload your results and generate reports.

RULES FOR USER CONDUCT AND USE OF THE SERVICE

Users who sign up for the Service are required to create a personalised account, which includes a unique username and a password. If you are a user who signs up for the Service, you agree to notify us immediately of any unauthorised use of your password and/or account. The Company will not be responsible for any liabilities, losses, or damages arising out of the unauthorised use of your member name, password and/or account.

USE RESTRICTIONS

Your permission to use the Site is conditioned upon the following Use Restrictions and Conduct Restrictions: You agree that you will not under any circumstances:

- Post any information that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable and offensive;
- Use the service for any unlawful purpose or for the promotion of illegal activities;
- Attempt to, or harass, abuse or harm another person or group;
- Use another user's account without permission;
- Provide false or inaccurate information when registering an account;
- Interfere or attempt to interfere with the proper functioning of the Service;
- Make any automated use of the system, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure;
- Bypass any robot exclusion headers or other measures we take to restrict access to the Service or use any software, technology, or device to scrape, spider, or crawl the Service or harvest or manipulate data; or
- Publish or link to malicious content intended to damage or disrupt another user's browser or computer.

POSTING AND CONDUCT RESTRICTIONS.

When you create your own personalised account, you may be able to provide ("User Content"). You are solely responsible for the User Content that you post, upload, link to or otherwise make available via the Service. You agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. The Company, however, reserves the right to remove any User Content from the Service at its discretion.

The following rules pertain to User Content. By transmitting and submitting any User Content while using the Service, you agree as follows:

- You are solely responsible for your account and the activity that occurs while signed

in to or while using your account;

- You will not post information that is malicious, false or inaccurate;
- You will not submit content that is copyrighted or subject to third party proprietary rights, including privacy, publicity, trade secret, etc., unless you are the owner of such rights or have the appropriate permission from their rightful owner to specifically submit such content; and
- You hereby affirm we have the right to determine whether any of your User Content submissions are appropriate and comply with these Terms of Service, remove any and/or all of your submissions, and terminate your account with or without prior notice.

You understand and agree that any liability, loss or damage that occurs as a result of the use of any User Content that you make available or access through your use of the Service is solely your responsibility. The Company is not responsible for any public display or misuse of your User Content. The Company does not, and cannot, pre-screen or monitor all User Content. However, at our discretion, we, or the technology we employ, may monitor and/or record your interactions with the Service.

ONLINE CONTENT DISCLAIMER

Opinions, advice, statements, offers, or other information or content made available through the Service, but not directly by the Company, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. The Company does not guarantee the accuracy, completeness, or usefulness of any information on the Service and neither does the Company adopt nor endorse, nor is the Company responsible for, the accuracy or reliability of any opinion, advice, or statement made by parties other than the Company. The Company takes no responsibility and assumes no liability for any User Content that you or any other user or third party posts or sends over the Service. Under no circumstances will the Company be responsible for any loss or damage resulting from anyone's reliance on information or other content posted on the Service, or transmitted to users.

Though the Company strives to enforce these Terms of Use, you may be exposed to User Content that is inaccurate or objectionable. The Company reserves the right, but has no obligation, to monitor the materials posted in the public areas of the service or to limit or deny a user's access to the Service or take other appropriate action if a user violates these Terms of Use or engages in any activity that violates the rights of any person or entity or which we deem unlawful, offensive, abusive, harmful or malicious.

E-mails sent between you and other participants that are not readily accessible to the general public will be treated by us as private to the extent required by applicable law. The Company shall have the right to remove any such material that in its sole opinion violates, or is alleged to violate, the law or this agreement or which might be offensive, or that might violate the rights, harm, or threaten the safety of users or others. If you become aware of misuse of our Service, please contact us [customersupport@surveya.global].

LINKS TO OTHER SITES AND/OR MATERIALS

As part of the Service, the Company may provide you with convenient links to third party website(s) ("Third Party Sites") as well as content or items belonging to or originating from third parties (the "Third Party Applications, Software or Content"). These links are provided as a courtesy to Service subscribers. The Company has no control over Third Party Sites and Third Party Applications, Software or Content or the promotions, materials, information, goods or services available on these Third Party Sites or Third Party Applications, Software or Content. Such Third Party Sites and Third Party Applications, Software or Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by the Company, and the Company is not responsible for any Third Party Sites accessed through the Site or any Third Party Applications, Software or Content posted on, available through or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Sites or the Third Party Applications, Software or Content. Inclusion of, linking to or permitting the use or installation of any Third Party Site or any Third Party Applications, Software or Content does not imply approval or endorsement thereof by the Company. If you decide to leave the Site and access the Third Party Sites or to use or install any Third Party Applications, Software or Content, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies,

including privacy and data gathering practices, of any site to which you navigate from the Site or relating to any applications you use or install from the site.

INTELLECTUAL PROPERTY

You acknowledge and agree that we and our licensors retain ownership of all intellectual property rights of any kind related to the Service, including applicable copyrights, trademarks and other proprietary rights. Other product and company names that are mentioned on the Service may be trademarks of their respective owners. We reserve all rights that are not expressly granted to you under this Agreement.

EMAIL MAY NOT BE USED TO PROVIDE NOTICE

Communications made through the Service's e-mail and messaging system, will not constitute legal notice to the Company or any of its officers, employees, agents or representatives in any situation where notice to the Company is required by contract or any law or regulation.

All notices must be posted to the Company's physical address and include the following information:

1. The date of your notification;
2. A physical signature of a person authorised to act on behalf of the owner of an exclusive right that is allegedly infringed;
3. A description of the legal infringement;
4. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and/or email address; and
5. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorised to act on behalf of the owner of an exclusive right that is allegedly infringed.

USER CONSENT TO RECEIVE COMMUNICATIONS IN ELECTRONIC FORM

For contractual purposes, you (a) consent to receive communications from the Company in an electronic form via the email address you have submitted; and (b) agree that all Terms of Use, agreements, notices, disclosures, and other communications that the Company provides to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing. The foregoing does not affect your non-waivable rights.

We may also use your email address, to send you other messages, including information about the Company and special offers. You may opt out of such email by changing your account settings or sending an email to [customersupport@surveya.global]

Opting out may prevent you from receiving messages regarding the Company or special offers.

WARRANTY DISCLAIMER

The service, is provided “as is,” without warranty of any kind. Without limiting the foregoing, the Company expressly disclaims all warranties, whether express, implied or statutory, regarding the service including without limitation any warranty of merchantability, fitness for a particular purpose, title, security, accuracy and non-infringement. Without limiting the foregoing, the Company makes no warranty or representation that access to or operation of the service will be uninterrupted or error free. You assume full responsibility and risk of loss resulting from your downloading and/or use of files, information, content or other material obtained from the Service. Some jurisdictions limit or do not permit disclaimers of warranty, so this provision may not apply to you.

LIMITATION OF DAMAGES; RELEASE

To the extent permitted by applicable law, in no event shall the Company, its affiliates, directors, or employees, or its licensors or partners, be liable to you for any loss of profits, use, or data, or for any incidental, indirect, special, consequential or exemplary damages, however arising, that result from (a) the use, disclosure, or display of your user content; (b) your use or inability to use the Service; (c) the Service generally or the software or systems

that make the Service available; or (d) any other interactions with the Company or any other user of the Service, whether based on warranty, contract, tort (including negligence) or any other legal theory, and whether or not the Company has been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose. Some jurisdictions limit or do not permit disclaimers of liability, so this provision may not apply to you.

If you have a dispute with one or more users, a restaurant or a merchant of a product or service that you review using the Service, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

MODIFICATION OF TERMS OF USE

We can amend these Terms of Use at any time and will update these Terms of Use in the event of any such amendments. It is your sole responsibility to check the Site from time to time to view any such changes in the Agreement. If you continue to use the Site, you signify your agreement to our revisions to these Terms of Use. However, we will notify you of material changes to the Terms by posting a notice on our homepage and/or sending an email to the email address you provided to us upon registration. For this additional reason, you should keep your contact and profile information current. Any changes to these Terms (other than as set forth in this paragraph) or waiver of the Company's rights hereunder shall not be valid or effective except in a written agreement bearing the physical signature of an officer of the Company. No purported waiver or modification of this Agreement by the Company via telephonic or email communications shall be valid.

GENERAL TERMS

If any part of this Agreement is held invalid or unenforceable, that portion of the Agreement will be construed consistent with applicable law. The remaining portions will remain in full force and effect. Any failure on the part of the Company to enforce any provision of this Agreement will not be considered a waiver of our right to enforce such provision. Our rights under this Agreement will survive any termination of this Agreement.

You agree that any cause of action related to or arising out of your relationship with the Company must commence within ONE year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

These Terms of Use and your use of the Site are governed by the laws of the Republic of South Africa.

The Company may assign or delegate these Terms of Service and/or the Company's Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under the Terms of Service or Privacy Policy without the Company's prior written consent, and any unauthorised assignment and delegation by you is void.

You acknowledge that you have read these terms of use, understand the terms of use, and will be bound by these terms and conditions. You further acknowledge that these terms of use together with the privacy policy at [www.surveya.global/privacypolicy] represent the complete and exclusive statement of the agreement between us and that it supersedes any proposal or prior agreement oral or written, and any other communications between us relating to the subject matter of this agreement.