

# Terms and Conditions

Last updated: July 20, 2022

Please read these terms and conditions carefully before using Our Service/Platform.

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

## Interpretation and Definitions

### Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

### Definitions

For the purposes of these Terms and Conditions:

**Application** means the software program provided by the Company downloaded by You on any electronic device.

**Application Source** means the digital distribution Service operated and developed by Apple Inc. (Apple App Store) or Google Inc. (Google Play Store) or any other authorized source in which the Application has been downloaded.

**Affiliate** means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.

**Country** refers to: United Arab Emirates

**Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to NETCORE IT SOLUTIONS - SOLE PROPRIETORSHIP L.L.C.

**Device** means any device that can access the Service such as a computer, a cellphone or a digital tablet.

**Service** refers to the Application or the Website or both.

**Terms and Conditions** (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.

**Platform** refers to any software, application or Service that belong to the company.

**Web Site** refers to any web page accessible from [www.survey-point.com](http://www.survey-point.com) or any sub domain belong to it.

**User** mean the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

**You** refers to the User

## **Termination**

We may terminate or suspend Your access immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions.

Upon termination, your right to use the Service will cease immediately.

## **Acceptable use**

This AUP (as modified from time to time by Company in its sole discretion) is a legal agreement between You ("User", "You", "Your") and the entity listed on your Ordering Document and defines the terms and conditions under which You are allowed to use the Service/Platform (as defined below). This AUP forms a part of the Agreement and takes effect as soon as You begin using the Services.

**You may use our Service/Platform only for lawful purposes. You may not use our Service/Platform:**

1. in any way that breaches any applicable local, national or international law or regulation.
2. in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
3. for the purpose of harming or attempting to harm minors in any way.
4. to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards set out below.
5. to transmit, or procure the sending of, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (spam).
6. to knowingly transmit 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 also agree:**

1. not to reproduce, duplicate, copy or re-sell any part of our Service/Platform in contravention of the provisions of our terms of Service/Platform use.
2. not to access without authority, interfere with, damage or disrupt:
  - any part of our Service/Platform.
  - any equipment or network on which our platform is stored.
  - any software used in the provision of our platform.
  - any equipment or network or software owned or used by any third party.

## **Data loss and backup**

The company is not responsible for data loss or corruption as a result of incorrect use. It is user responsibility to back up all existing data, software, and programs. The company is not responsible for loss, recovery, or compromise of data or loss of use of equipment arising out of or in connection with the Services we provided.

### **Limitation of Liability**

In no event shall the Company or its suppliers be liable for any incidental, indirect, special, punitive, exemplary, or consequential damages arising out of your use of or inability to use the Service/Platform or Application (including without limitation loss of data or other information, loss of privacy arising out of or in any way related to the use of or inability to use the Service, computer failure or malfunction, or any other damages).

### **"AS IS" and "AS AVAILABLE" Disclaimer**

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and Service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or Services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, and content included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service/Platform; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

### **Disputes Resolution**

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

### **Severability and Waiver**

#### **Severability**

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

#### **Waiver**

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

## Translation Interpretation

These Terms and Conditions may have been translated if We have made them available to You on our Service/Platform. You agree that the original English text shall prevail in the case of a dispute.

## Cookies

“cookies” are pieces of information that a web site transfers to an individual’s hard drive for record-keeping purposes. cookies allow the Web Site to remember important information that will make your use of the site more convenient. the goal of collecting such information is to improve the on-line experience. We may use cookies so that we remember you when you return to the site.

use the option in your web browser if you do not wish to receive cookies or if you wish to set your browser to notify you when you receive a cookie.

## Changing your personal information

We offer you the ability to correct or change the information collected at any time and as often as necessary, with the exception of certain data fields which are restricted data fields and shall be marked as such on your account – for example, your country of residence.

## Communicate with you

We use information we collect, like your email address, to interact with you directly. For example, we may send you a notification if we detect suspicious activity, like an attempt to sign in to your Account from an unusual location. Or we may let you know about upcoming changes or improvements to our services.

## Data retention

If we collect Data Subjects personal data, the length of time we hold Data Subjects personal data depends on several factors, such as: the nature of the information we hold; the purpose for which this is processed; compliance with our legal obligations (such as crime detection and prevention, accounting, social security and taxation reporting laws); industry practices and/or accepted standards; whether Data Subjects and we are in a legal or some other type of dispute with third parties or each other. We do not retain sensitive information in an identifiable format for longer than is necessary. Where possible and on a case-by-case basis, we minimize, pseudonymize, anonymize and/or destroy personal data, when the purpose/s for which it has been collated has been fulfilled/ duly satisfied.

## Protecting your personal information

The security of your personal information is important to us. We recognize industry standards and practice appropriate administrative, technical and physical security safeguards to protect the personal information you provide on this Website against accidental, unlawful or unauthorized destruction, loss, alteration, access, unauthorized disclosure or use and other unlawful forms of processing. In order to protect your personal information, we use several security techniques including secure servers.

## Fair Usage

User will not use the System in any manner that could damage, disable, overburden, or impair the System or interfere with any other party's use and enjoyment of them. User will not attempt to gain unauthorized access to any reports, data, service, account, computer systems or networks associated with the System. Users shall not use the System to violate any legal law, rule or regulation. Users must comply with all User policies and procedures regarding data access, privacy and security and shall not transmit false or misleading information.

## Copyright

All material contained on the Platform, Website, or Application (including all software, HTML code, Java applets, Active X controls and other code) is protected. Except as otherwise expressly provided in these terms and conditions, you may not copy, distribute, transmit, display, perform, reproduce, publish, license, modify, rewrite, create derivative works from, transfer, or sell any material contained on the Platform, Website, or Application without the prior consent of the copyright owner.

None of the material contained on the Platform, Website, or Application may be reverse-engineered, disassembled, decompiled, transcribed, stored in a retrieval system, translated into any language or computer language, retransmitted in any form or by any means (electronic, mechanical, photo reproduction, recordation or otherwise), resold or redistributed without the prior written consent of the Company. Violation of this provision may result in severe civil and criminal penalties.

## Privacy Policy

This notice applies to all information collected or submitted on the Platform, Website, or Application. We only gather personal information, such as, full name, email address, phone & mobile number and TRN (Tax Registration Number).

We use the information you provide about yourself when requesting information or contact for those purposes only. We do not share this information with outside parties except to the extent necessary to complete your request.

We use return e-mail addresses to answer the e-mail we receive. Such addresses are not used for any other purpose and are not shared with outside parties.

Finally, we never use or share the personally identifiable information provided to us online in ways unrelated to the ones described above without also providing you an opportunity to opt-out or otherwise prohibit such unrelated uses.

## Indemnification

You agree to indemnify and hold the Company and its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (if any) harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of your: (a) use of the Application; (b) violation of this Agreement or any law or regulation; or (c) violation of any right of a third party.

### **Payment terms**

You will be charged in advance using the payment method you agree upon and authorize the Company to automatically charge your credit card for all payments owed by you. You agree that the information you supply is correct and will notify the Company when billing or payment information changes.

### **Changes to this Agreement**

The Company reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material, we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at the sole discretion of the Company.

By continuing to access or use the Application after any revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, You are no longer authorized to use the Application.

**The End**