

# SURVEYIS.COOL General Terms and Conditions

By using SURVEYIS.COOL websites you agree with the following General Terms and Conditions.

## 1. Definitions

1.2. The Provider is Marketing &Netforce, s. r. o., registered office: Na Revíne 29/C, 831 01 Bratislava, Slovak Republic, Company Identification No.: 46118641, registered in the Commercial Register kept by the District Court of Bratislava I, Section: Sro., File No.: 91746/B. The Provider is registered for VAT; VAT Identification No.: SK2023241297.

1.3. The User is a person who is registered on the SURVEYIS.COOL on-line questionnaire system (within a free version or Pro version), is legally capable and agrees with these Terms and Conditions upon registration.

1.4. SURVEYIS.COOL is a set of services provided by the Provider, the use of which is governed by these Terms and Conditions.

1.5. The Free (BASIC) version is a basic version of SURVEYIS.COOL, in which the User has free access to selected SURVEYIS.COOL services. More information on <https://www.surveyis.cool/pricing.php>

1.6. The PROFESSIONALS version is a premium SURVEYIS.COOL version, in which the User shall have access to all SURVEYIS.COOL services for a charge. More information on <https://www.surveyis.cool/pricing.php>

1.7. The CORPORATE version is a premium SURVEYIS.COOL version, in which the User shall have access to all SURVEYIS.COOL services and specific additional solutions for a charge. More information on <https://www.surveyis.cool/pricing.php> and also on [info@surveyis.cool](mailto:info@surveyis.cool).

## 2. Contract and Termination of Contract, Payment

### 2.1. Contract

A binding Contract is concluded between the User and Provider at the moment that a service is ordered by the User and is confirmed upon successful completion of payment. "Successful completion" is the moment of the payment of the whole amount. An invoice will be sent to your registration e-mail within 24 hours of the time of the payment of the complete amount. The "Return period" is 15 days, during which you can request service cancellation. However, specific criteria and rules apply to this process (see Clause 3, Return Policy)

### 2.2. Termination of Contract

You can request the cancellation of any service at any time, with the exception of payment return request, via e-mail on [finance@surveyis.cool](mailto:finance@surveyis.cool)

### 2.3. Duration of Contract

The duration of the Contract for the PROFESSIONALS version is from one month up to one year. The duration of the Contract for the CORPORATE version is one year.

### 2.4. Method of Payment

Payments in cash cannot be accepted, payment may only be made electronically via the VUB eCARD. The User is obliged to make the payment for a selected service via a VUB eCARD immediately after ordering the service on the website [www.surveyis.cool](http://www.surveyis.cool) The User shall have access to the selected

service after payment completion. The invoice will be available on the Users account within 24 hours from payment.

## **2.5. Prepaid Services**

Some of the services of the Provider shall be charged as subscriptions. It means that the User is charged in advance on a regular basis for the SURVEYIS.COOL services in advance on a regular basis (each period is called the “Billing Period”). In this manner, the User can prepay for the use of selected SURVEYIS.COOL services for instance for one year, while paying for such a Billing Period only once and in advance. The User can choose a monthly, quarterly or yearly Billing Period.

## **2.6. Change of Charges**

SURVEYIS.COOL reserves a right to change the charges for the services at any time, while in the case of subscription services, such a change of price shall become effective not sooner than the first day following the end of a current Billing Period. SURVEYIS.COOL shall notify the User of any price changes in writing at least 15 days prior to any such change, and shall provide a reasonable period to the User, enabling them to cancel a subscription before such a change becomes effective.

## **2.7. Service Activation**

The payment date is set based on a proof of payment from the selected payment receiver (i.e. a payment method provider). The account of the User will be debited with the given amount immediately in case of a VUB eCARD payment. The payment date will be the date of the selected SURVEYIS.COOL service activation.

## **3. Return Policy**

### **3.1. Request for a Refund**

The PROFESSIONALS version, or additionally extra answers that have been purchased, can be cancelled and a refund can be requested within 15 days of their activation date. Refunds will only be possible if it the first purchase of such services by the User. The 15-day money refund period does not apply to repeated payments, even in the event of automatic service restoration. The User is obliged to send a request for Contract termination via e-mail on [finance@surveyis.cool](mailto:finance@surveyis.cool) The Provider reserves the right to examine the reasons given for service cancellation and based on this it will decide whether to accept or reject the User’s request.

### **3.2. Reasons for Cancellation**

In the event of a justifiable request for the cancellation of any charged service, the User is obliged to provide a reason for such cancellation. In all the aforementioned events, reasons for a refund can be as follows:

- Complete cancellation of all services
- A recurrent technical problem in relation to a service, which prevents the normal function of a User’s project.
- A service which has been fully paid for (with a proof of payment) and cannot be provided.

### **3.3. Date and Method of Refund**

The refund of a payment will be made within 60 days of the date of receipt of the Provider’s notification of refund approval, and will be made using the payment method of your original

payment (with the exception of a direct deposit). Service deactivation will be carried out along with the refund.

#### **4. Personal Data Protection**

4.1. The User can save their personal data on SURVEYIS.COOL, including the personal data of third persons, or such third persons can save them via SURVEYIS.COOL whilst using the services. All data obtained from the Users via SURVEYIS.COOL will be used exclusively for survey purposes and is only accessible to the authorised personnel of the Provider. SURVEYIS.COOL shall access the content as confidential information. The Provider shall observe all valid laws regulating personal data protection, especially the legislation on Personal Data Protection.

#### **4.2 Data Processing**

The User can be asked to provide personal information in different sections of the [www.surveyis.cool](http://www.surveyis.cool) website. The Provider commits to not using such information for purposes other than those for which the request was made.

#### **5. Account Management**

##### **5.1. Registration**

The first step in using SURVEYIS.COOL services is a valid User registration. This step will allow the User to create a project. The future User must provide a valid e-mail address, password and other personal data upon registration. Accounts cannot be shared, and one account can only be used by a single legal entity or person.

##### **5.2. Confidentiality of Password**

The User will be held liable for maintaining the confidentiality of their password and account, and for all activities performed using their account or password regardless of whether such activity has been authorised by them. In the event of the unauthorised use of a password or account, the User is obliged to notify the Provider of this without delay via an e-mail sent from the e-mail address the User entered upon registration.

##### **5.3. Updating of Contact Data**

The User is obliged to keep their e-mail address, contact data and payment data updated and accurate.

#### **6. Other Obligations of the User**

##### **6.1. Prohibited Content**

By agreeing with these General Terms and Conditions, the User commits to not publish and distribute through SURVEYIS.COOL any material of a defamatory, threatening, obscene, harmful, pornographic or otherwise illegal character. Also materials which are in any respect infringing or contrary to the rights of the Provider or others (including but not exclusively intellectual property rights, confidentiality and the right to privacy) are fully prohibited, as well as any actions which may cause

problems, detriment or inconvenience to you or others. In addition, the User cannot express vulgar, abusive, sexist, racist or otherwise offensive opinions.

## **6.2. Ownership of Content**

The User cannot publish or make otherwise accessible any material they do not own without the express consent of the legal owner of such material provided on SURVEYIS.COOL websites.

## **6.3. Content Backup**

The User is obliged to store, back up and protect the content that is shared on SURVEYIS.COOL. SURVEYIS.COOL shall not be held liable for any failure of saves, or loss or damage of User content.

## **6.4. Content Inspection**

By agreeing with these Terms and Conditions, the User acknowledges that in order to ensure compliance with the legal obligations, SURVEYIS.COOL can request to inspect User content for the purpose of determining whether such content is unlawful or whether it breaches these General Terms and Conditions. SURVEYIS.COOL also reserves the right to modify, deny access, remove or refuse to display content if there is a suspicion that such content breaches the law or these Terms and Conditions.

## **6.5. Cancellation of Account**

SURVEYIS.COOL reserves the right to cancel a User account and remove its content, if the User has not been active on the account for more than 12 months. In such an event, SURVEYIS.COOL shall send the User a warning e-mail sufficiently in advance, i.e. 15 days, in order to provide the User an opportunity to sign in to their account and keep it active.

## **6.6. SPAM**

The User cannot promote their SURVEYIS.COOL questionnaires by circulating SPAM (i.e. e-mails sent to accounts without the prior consent of the owners of the accounts).

## **6.7. Robotic Software**

The User cannot use robotic software (or any other software which is not owned by SURVEYIS.COOL) in order to create new SURVEYIS.COOL questionnaires, or to ensure access or modification of the existing SURVEYIS.COOL questionnaires.

## **6.8. Intellectual Property**

All materials to which intellectual rights, trademarks and other intellectual property rights apply or the content of materials delivered as part of SURVEYIS.COOL shall remain a part of the Provider's licences under all circumstances. The User cannot use such material or content without the consent of the Provider or third party. The User can use such materials exclusively in the manner specified in the General Terms and Conditions. The User cannot copy, multiply, distribute, and commercially or otherwise use such materials or their content for their benefit, and cannot help others perform the aforementioned activities.

## **6.9. Breach of General Terms and Conditions**

Non-compliance with the conditions specified in Clause 6.8 or the engagement in activities supporting or otherwise differing from these General Terms and Conditions of service provision will be subject to disciplinary proceedings and criminal prosecution. The decision to initiate disciplinary proceedings (including but not limited to suspension of all services) shall be solely determined by SURVEYIS.COOL.

## **6.10. Suspension and Termination of Service Provision**

The Provider reserves the right to immediately terminate or suspend the provision of services to the User for an indefinite period in the event that the User breaches, or the Provider reasonably assumes that they breach the General Terms and Conditions. At its discretion, the Provider can suspend SURVEYIS.COOL services in the event that the User acts in a manner unacceptable to the Provider.

## **7. Final Provisions**

### **7.1. Supervisory Body**

The Supervisory body, which oversees the Provider's activities, is the Inspectorate of Slovak Trade Inspection for the Region of Bratislava, Prievozska 32, P.O. Box 5,820 07 Bratislava 27, Slovak Republic.

### **7.2. Changes of General Terms and Conditions**

The Provider reserves the right to change these Terms and Conditions at any time. The most up to date version will be available on [www.surveyis.cool](http://www.surveyis.cool). These documents are effective from the date of their last change. In the case of any disputes, the English version of the Terms and Conditions, available on [www.surveyis.cool](http://www.surveyis.cool), shall have primacy.

### **7.3. SURVEYIS.COOL newsletter**

In addition to the agreement with these Terms and Conditions, the User also gives consent to the Provider to provide the SURVEYIS.COOL newsletter electronically via e-mail. The User is entitled to withdraw consent pursuant to the previous sentence.

### **7.4. Validity and Effectiveness of the General Terms and Conditions**

In the event that a court decides in legal proceedings that a provision of these Terms and Conditions of service is invalid or otherwise unenforceable, the given provision will be excluded from the Terms and Conditions of service provision, while all other provisions of the General Terms and Conditions shall retain full validity and effectiveness.

### **7.5. Disclaimer of Liability**

THE PROVIDER SHALL NOT BE HELD LIABLE FOR DAMAGES CAUSED TO THE USERS, THIRD PARTIES OR THEIR HARDWARE, INCURRED DIRECTLY, INDIRECTLY OR ACCIDENTALLY AS A RESULT OR WITH REGARD TO SURVEYIS.COOL SERVICES INCLUDING DOWNLOADING OF MATERIALS USING THE SURVEYIS.COOL SERVICES. WE SHALL NOT BE LIABLE FOR DAMAGES INCURRED BY THE USERS OR THIRD PARTIES AS A RESULT OF AN INABILITY TO USE OUR SERVICES AND/OR WEBSITES AND/OR PRODUCTS WHETHER DIRECTLY, INDIRECTLY OR IN RELATION TO THIS INABILITY. FOR THIS REASON, BY USING OUR SERVICES, YOU ACT AT YOUR OWN DISCRETION, YOUR OWN RISK AND RESPONSIBILITY. THEREFORE, YOU ARE SOLELY LIABLE FOR ANY DAMAGES TO YOUR COMPUTER, SYSTEMS OR OTHER EQUIPMENT, OR ANY LOSS OF DATA AS A RESULT OF DOWNLOADING MATERIALS.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU SHALL USE SURVEYIS.COOL WEBSITES, OUR SERVICES AND PRODUCTS AT YOUR OWN RISK AND RESPONSIBILITY AND THAT SURVEYIS.COOL WEBSITES, SERVICES AND PRODUCTS ARE PROVIDED IN THE FORM "AS THEY ARE" AND "AS AVAILABLE". YOU ALSO ACKNOWLEDGE THAT WE SHALL NOT BE HELD LIABLE FOR THE AVAILABILITY

AND/OR FUNCTIONALITY OF THE WEBSITE OF ANY THIRD PARTY AND/OR MATERIALS TO WHICH ACCESS IS POSSIBLE THROUGH THE SURVEYIS.COOL WEBSITE.

### **12.1 General**

We shall not be held liable for any direct, indirect, accidental, exceptional or exemplary damages which may be incurred by you. It includes but is not limited to loss of profit (whether incurred directly or indirectly), loss of good name or reputation, loss of data, costs incurred as a result of the purchase of alternative products or services or other non-material losses. Damages or losses that you may incur, including but not limited to loss or damage caused as a result of:

- a) Your reliance on the completeness, accuracy or existence of any advertisement, or as a result of any relationship or transaction between you and an advertiser or sponsor whose advertisement is displayed during the use of our services;
- b) Any changes related to the provided services, which SURVEYIS.COOL can make, or any permanent or temporary suspension of service provision (or any functions within such services);
- c) Deletions, damages or failures in the storage of content and other communication data stored or transferred by your use of the services;
- d) Inability to provide SURVEYIS.COOL with accurate information on your account;
- e) Your failure to secure password or account information, and keeping it secret;

### **12.2 Jurisdiction**

The aforementioned limited liability of Marketing & Netforce towards you (Clause 12.1) shall apply regardless of whether Marketing & Netforce has or has not been notified or made aware of the possibility of such incurred loss. The legal restrictions in your jurisdiction shall also apply.

### **12.3 Information provided on SURVEYIS.COOL websites**

We shall neither be held liable for nor guarantee the following:

- a) Materials compiled by Users, especially those published in blogs and/or forums. In addition, we shall not support such materials and reserve the right to monitor such posts as well as to respond to any content of such blogs or forums, express an opinion about them, modify them, reject its publication or remove it at our discretion. However, the fact that certain material has not been removed shall not mean that we agree with it or support it in any manner;
- b) Accuracy, timing or reliability of any information/declarations on SURVEYIS.COOL websites, or declarations, advice and/or opinions of the Users on blogs and forums (except to the extent required by law). In case you have a complaint in relation to the actions and/or a declaration of another User, you shall agree with the prosecution of such a User, but we would be the subject of any prosecution.
- c) Quality, accuracy and appropriateness of SURVEYIS.COOL websites, except to the extent required by law. Nevertheless, we shall undertake reasonable efforts in order to provide you with our services at the most professional level.
- d) Any fraudulent or untrue declaration made by us with fatal or health-impairing consequences caused by our negligence. We shall not be held liable and shall not guarantee

any other losses/damages incurred by you or a third party as a result of using or in relation to your use of SURVEYIS.COOL websites.