

Website and services terms of use

1. General

- 1.1. The Site is operated by Klient Kulture (“we”). For the purposes of these Website and Services Terms of Use, Site shall mean www.klientkultureapp.com, www.klientkulture.com (or such other url as updated from time to time).
- 1.2. This page governs the Website and Services Terms of Use on which you may make use of the Site.
- 1.3. Please read these Website and Services Terms of Use carefully before you start to use the Site. By using or accessing the Site, you indicate that you have read, understood and accept these Website and Services Terms of Use, together with our Privacy Policy, and that you agree to abide by them. We encourage you to read these Website and Services Terms of Use, and contact us if you have any particular questions in relation to the Site.
- 1.4. If you do not agree to these Website and Services Terms of Use, you should refrain from using the Site in any manner.

2. Accessing the site

- 2.1. Access to the Site is permitted on a temporary basis, and we reserve the right to withdraw or amend access to the Site without notice.
- 2.2. We will not be liable if for any reason the Site is unavailable (wholly or partly) at any time or for any period. From time to time, we may restrict access to some parts of the Site (wholly or partly).
- 2.3. Access to subscriber only pages is only available to current, approved and paid-up registered users who have registered an account (“Your Account”). Acceptance of such subscription and the registration of Your Account is at our absolute discretion.

- 2.4. You are responsible for making all arrangements necessary for you to have access to the Site. You are also responsible for ensuring that all persons who access the Site through your internet connection or Your Account are aware of these terms, and that they comply with them.
- 2.5. If you choose, or you are provided with, login details, a user identification name, password or any other piece of information as part of our security procedures or Your Account (“login information”), you must treat such information as confidential and keep it secure, and you must not:
 - 2.5.1. disclose it to any third party.
 - 2.5.2. store such login information in any form, whether encrypted or encoded or otherwise, in any location where such information could be copied, utilised or distributed by any other person, virus, software or any other third party.
 - 2.5.3. allow or enable a third party to access the Site via your login information.
- 2.6. If you are aware of any unauthorised use of your login information, or if your login information has been compromised or known to a third party, you must immediately notify us. Notice provided by you in these circumstances does not release you from your responsibilities under these Website and Services Terms of Use. We have the right to disable any login information, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Website and Services Terms of Use.
- 2.7. When accessing and using the Site, you must:
 - 2.7.1. not attempt to undermine the security or integrity of our computing systems or networks or, where the Site is hosted by a third party, that third party's computing systems and networks.
 - 2.7.2. not use, or misuse, the Site in any way which may impair the functionality of the Site, or other systems used in the course of delivering the Site or impair the ability of any other user to use the Site.
 - 2.7.3. not attempt to gain unauthorised access to:
 - 2.7.3.1. any materials other than those to which you have been given express permission to access; or
 - 2.7.3.2. the computer system on which the Site are hosted.
 - 2.7.4. not transmit, or input into the Site, any files that may damage any other person's computing devices or software, content that may be offensive, or material or data in violation of any law.
 - 2.7.5. not attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver the Site.

3. Ownership of data

3.1. All Personal Data on the Site (and for the purposes of these Website and Services Terms of Use, personal data relates to any data identifying or related to the registered user or any client of the registered user (either uploaded by or for them or collected by the Site over time) shall remain at all times the property of the registered user. Examples of this type of data include the name, email address or other details of the registered user, their staff or clients, any survey data, scores, reports or feedback.

3.2. We will not disclose this data to any individual, corporation or other organisation without the express written permission of the registered user.

4. Intellectual property rights

4.1. We are the owner or the licensee of all intellectual property rights in the Site, and in the material and content published on or via the Site or our site (including trademarks, patents, copyright, software, code, technology, design, look and feel, brands, logos, information, graphics, photographs, content, images, sounds, video, audio, text, layout, logos, button icons and the compilation and organisation thereof, and all intellectual property rights contained therein, except where a prior rights holder is expressly acknowledged, for example, the terms Net Promoter, Net Promoter Score, and NPS are trademarks of Satmetrix Systems, Inc., Bain & Company, Inc., and Fred Reichheld). Those works are protected by intellectual property laws around the world. All such rights are reserved.

4.2. You may print off one copy, and may download extracts, of any page(s) from the Site for your personal reference and you may draw the attention of others within your organisation to material posted on the Site. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any content separately from any accompanying text. Our status (and that of any identified contributors) as the authors of material on the Site must always be acknowledged.

4.3. You must not use, copy, modify or reproduce any part of the materials or code on, or contained within, the Site, for commercial purposes without obtaining an express licence to do so from us or our licensors. If you breach any of these Website and Services Terms of Use, we reserve the right to cease your right to use the Site and you must, at our option, return or destroy any copies of the materials you have.

5. Information posted

5.1. The part of the Site located at www.klientkultureapp.com is a platform and the information contained therein is not intended to amount to advice on which reliance should be placed. We disclaim all liability and responsibility arising from any reliance placed on such materials.

5.2. We make every effort to be as accurate as possible on the Site when we describe, summarise and analyse client feedback and scores as it relates to our client firms or their staff or teams, divisions and units, however, to the extent permitted by applicable law, we do not warrant that the information on the Site are error-free.

6. The Site changes

6.1. We may update the Site regularly, and may change it (wholly or partly) at any time. If the need arises, we may suspend or cease access to the Site. Any of the material on or via the Site may be out of date at any given time, and we are under no obligation to update.

7. Policies and guidelines

7.1. We ask that you comply with our policies and guidelines as apply from time to time.

8. Information about you

8.1. We process information about you in accordance with our Privacy Policy which can be found on our website. By using the Site, you consent to such processing and you warrant that all data provided by you is accurate.

9. Viruses and hacking

9.1. You must not misuse the Site by knowingly introducing viruses, trojans or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Site, the server on which the Site is stored or any server, computer or database connected to the Site.

9.2. We will not be liable for any loss or damage caused by a virus, system failures or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Site or to your downloading of any material posted on it, or on any website linked to it. We always recommend all Internet users ensure they have up to date virus checking software installed.

10. Linking, access and framing

10.1. You may link to our home page, access our platform or subscribe to our services, provided you obtain our consent. You can request our consent by sending us an email to contact@klientkulture.com and requesting our standard linking agreement or platform access agreement. Any links must not damage our reputation or take advantage of it, and 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 from any website that is not owned by you.

10.2. The Site must not be framed on any other site, nor may you create a link to any part of the Site other than the home page. We reserve the right to withdraw linking or access permission without notice.

11. Force majeure

11.1. We shall not be responsible for any delay, suspension or failure arising out of any circumstances outside of our reasonable control, including but not limited to, acts of God, governmental actions, shipping, postal or other relevant transport strike, failure or accident, lockouts or other labour difficulty, war or national emergency, acts of terrorism, fire, explosion, flood, an act or omission of a third party, inability to obtain any necessary materials, equipment, facilities or services, the failure of performance provided by others, internet interruption or virus, accidents or breakdown of plant, machinery, software, hardware or communication network.

12. Suspension and termination

12.1. You agree that we may, under certain circumstances and without prior notice, suspend or immediately terminate your access to the Site Website.

12.2. Cause for such suspension or termination shall include, but not be limited to:

12.2.1. breaches or violations of the these Website and Services Terms of Use, our Privacy Policy and/or any other agreements entered into between us.

12.2.2. requests by law enforcement or other government agencies.

12.2.3. discontinuance of the Site (or any part thereof).

12.2.4. unexpected technical or security issues or problems.

12.3. You agree that all such suspensions or terminations shall be made at our sole discretion and that we shall not be liable to you or any third party for any such suspension or termination.

13. Jurisdiction and applicable law

13.1. The Site is created and controlled by us in the State of Victoria, Australia. As such, the laws of the State of Victoria will govern these Website and Services Terms of Use (and the use of the Site).

13.2. By using the Site you submit to the jurisdiction of the courts of Victoria and the federal courts of the Commonwealth of Australia (as the context permits) and agree that any legal action will only be commenced in these forums.

13.3. The Site is available only to people who can form legally binding contracts under applicable law.

14. Variations

- 14.1. We may revise these Website and Services Terms of Use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you.
- 14.2. Some of the provisions contained in these Website and Services Terms of Use may also be superseded by provisions or notices published elsewhere on the Site. Any changes are effective immediately upon posting to the Site. Your continued use of the Site thereafter constitutes your agreement to all such changed Website and Services Terms of Use. If you do not agree to any change, then you must immediately stop using the Site.

15. Relationship

- 15.1. No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created between you and us by these Website and Services Terms of Use.

16. Severability

- 16.1. If any provision in these Website and Services Terms of Use is found to be invalid or unenforceable by a court of law, such invalidity or unenforceability will not affect the remainder of these Website and Services Terms of Use which will continue in full force and effect.

17. Entire agreement

- 17.1. These Website and Services Terms of Use (together with documents referred to in it) constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

18. Your concerns

- 18.1. If you have any concerns about material which appears on the Site, please email us contact@klientkulture.com.