

TERMS OF USE**PREAMBLE**

- Whereas, Gather is an online solution owned and governed by Umbrella Insight Ltd an Essex-based limited liability company; and
- Whereas, Gather is offering a survey management platform through this website; and
- Whereas, these Terms of Use have been drafted to provide information regarding rules, regulations, and conditions set by Gather for their website and to provide the information through which users can avail of its services; and
- Whereas, throughout the Terms of Use, Privacy Policy, and any other documents the terms such as “we”, “our”, and “us” as well as “Gather” have been used to describe Gather’s website, company and services therein.
- Therefore, after availing, using, or visiting the website of this website the users, clients and subscribers will be assumed to be in consent to these Terms of Use as well as the official Privacy Policy of Gather.

1. TERMS OF USE

The following Terms of Use (“Terms”, “Terms of Service” and “Terms and Conditions”) govern all use of our services, online platform and website (collectively called “services” and “website”) called Gather. These Terms, as well as our Privacy Policy, posted on Gather’s website, shall also be equally applicable and enforced to the offers, services and projects of our website. These terms are primarily directed towards all the users, members, and buyers (“you”, “your”, “user”, “member”) as well as any visitors of Gather’s website.

1.1. User Agreement

All the terms in our Terms of Use, Privacy Policy, and any other legal document constitute an agreement between you and Gather. These terms shall apply to you as a user, client or anyone who has used our services or accessed this website. If you are not in agreement with the terms provided on this page or any one of the terms, you may not access the website in whole or in part and you also can not use any of our services.

2. CLIENT’S ACKNOWLEDGEMENT

By accessing the Gather website and using any of our services, you confirm that:

- a. You are a mentally fit person who can form legal contracts.
- b. You are at least 18 years old.
- c. You are permitted under the laws applicable to you and any organization which you represent to access our website.
- d. You are not otherwise subject to any restriction prohibiting access to the Gather website imposed by the laws and regulations of your jurisdiction.

- e. You understand that the loss of your deposit would mean that you may never gain your money again.

3. USER ACCOUNT, LOG IN, AND PASSWORD

After the account registration, it will be the responsibility of the user to keep the account information confidential. The user alone will be responsible for any activity that happens under his/her/their account whether or not they have authorized it. If any user or account holder of our website has a reason to believe that their account and/or login information has been compromised, they are requested to contact us immediately.

4. INTELLECTUAL PROPERTY AND AVAILABILITY OF SERVICES

The source code, logos, audio, videos, compositions, words, design, videos, samples, layout, graphics, photos, images, information, materials, documents, data, databases, and all other information and intellectual property accessible on or through our website is the property of Gather and is protected by intellectual property laws. If you have used a service or subscription or otherwise entered into a separate agreement with us you will also be subject to the terms of that agreement or those terms of service, which shall prevail in the event of a conflict.

4.1. Grant Of Limited License.

All users and buyers and hereby granted a limited license for the purpose of using our website's services. Users can use the website of Gather in accordance with these terms however, they cannot share, sell or lease any form of information, suggestions or advice offered through Gather. You affirm, confirm and agree that you will not exploit any portion of our service and you are not authorized to use any of the services unless you have acquired prior written permission from us.

5. SUBSCRIPTION AND CANCELLATION POLICY

As the user or client of Gather, you can access our website's all features through subscription fee-based price plans. Not only are we offering subscription plans for our services through this website but you can also avail 7-day free trial and unless you cancel the plan the trial will charge a fixed monthly rate for the subscription period which shall be renewed every month. Depending on the period you will charge either once a year or on a monthly basis for our services. Currently, you as a client can subscribe through the Stripe payment gateway for the purpose of subscription. The payment information of your credit or debit card will be processed automatically by Stripe and it shall also treat and safeguard your data with security and with the exclusive purpose of processing the purchase of the subscription. Members, users, and subscribers of Gather's services are requested to read the privacy policy of Stripe in order to know about their relevant privacy practices and data policies.

5.1. Refund and Cancellation of Subscription

Since our services are being offered through subscription and we are also offering a trial therefore once you have become a subscriber of our services, there will not be any refunds. However, you can cancel your subscription anytime and you'll not be charged after that. If you subscribe to our yearly plan you will be charged once a year on the subscription date and in the case of the monthly subscription you will

be charged every month on the subscription date. Subject to the termination and refund rights above, you agree that we reserve the right to amend the subscription policy, price plans and the terms associated therewith at any time and for any reason. Any changes may be posted to our website or sent to you via email to the email on record.

5.2. Authorization of Recurring Payment Deduction

Through the use of the Stripe platforms, you as the subscriber hereby provide Gather the authorization to charge you the transaction amount through your stripe account for future payments.

By authorizing us you hereby permit us that:

- a. Gather can initiate a payment request on your behalf through Stripe.
- b. These payments can be one-time or recurring.
- c. We have the authority to determine the price based on its services and users will be charged a new price on the subscription date.

6. CONDUCT AND AUTHORITY OF GATHER

Without limiting any of those representations or warranties, the CEO, Admins, or the owners of this website (or Umbrella Insight Ltd) have the right to do the following without giving any notice. They have the right to refuse or remove any user's account and subscription, in their reasonable opinion, that violates any of the terms or any policy or is in any way harmful or objectionable. The owners at their own discretion terminate or deny access to and use of the services to any individual or entity for any reason. Breach of any of the rules described in these terms or any specific agreement on and through our website will result in an immediate ban without any warning.

7. THIRD-PARTY LINKS

There may be the presence of third-party links through our website whether by us or by other members. These links may lead you to websites, clients, and platforms outside of the website. The links that you may choose to view and follow are at your own risk. Gather takes no liability for any linked sites or their content which may change without notice. Any link to any other platform or website does not imply that Gather endorses or accepts any responsibility for the content, safety, reliability, or quality of the materials provided by such platform or website.

8. WAIVER AND INDEMNIFICATION

By joining and using the website and Gather, you are agreeing to terminate all liability for losses you may suffer. You are also agreeing that you fully and completely hold harmless, indemnify and release Gather (including Umbrella Insight Ltd) its owner from any and all damages, causes of action, liability, suits, allegations, sums of money, claims, and demands whatsoever, in law or equity, that you ever had, now have or will have in the future against Gather, arising from your participation in or in any way related to the firm's services, even if we were aware in advance of the possibility of any such claim. Liability of any kind by Gather, its owner, admins(s), team and staff members, partners, and other associates is hereby expressly disclaimed by Gather to the fullest extent permitted under applicable law and regulations.

9. ACCEPTABLE USAGE POLICY

By using our services, you agree that you will only use this service for the purposes within these terms of use and according to law, regulations, and other guidelines which are either expressly or impliedly given.

9.1. General Rules

- a. We have the right to terminate or restrict our services to you at any time.
- b. We have the authority to limit the amount of surveys you can create within a certain period.
- c. We can edit or delete any surveys without your consent.
- d. By using our services, you agree that you are responsible for the consequences, losses, or damages that may directly or indirectly incur due to any unlawful, unethical, or unauthorized activity as explained above. For which you may be held responsible in the eyes of law.
- e. You agree that you will not reveal any information received by Gather to anyone else without first confirming from us.
- f. Accessing any of our resources by means other than what we provide is prohibited. You agree that you will not access our website in any unlawful manner or any other unethical manner whichever it may be.
- g. By accessing our website or and using it the users are responsible for maintaining the confidentiality of any login, registration, or any information associated with any account they access and use. Henceforth, users agree they are solely responsible for the activities that occur under their account.
- h. It is prohibited to engage in any activity or business which may disrupt or interfere with our website's content, our services, and our business.
- i. You will report any unethical, illegal, or any other prohibited content to us.
- j. When posting written or any other content makes sure that the content does not contain or install any viruses, worms, malware, Trojan horses, or other harmful or destructive content.
- k. You will not upload, host or transmit any viruses, malware, adware, spyware, worms, Trojan horses, keystroke loggers, spyware, logic bombs, time bombs, or any other harmful programs or code which could adversely affect the use or operation of the website, our hardware or systems, or the computers, tablets, phones or other devices of any users or other third parties, or to upload any content or materials containing any such content.
- l. You must not in any way or for any purpose breach these Terms or the terms of any of the documents of these Terms.
 - a. You agree that you will not break or infringe any copyright, trademark, or any other intellectual property law in any way or manner that may harm us now or in the future of our business.
 - b. You will not charge back the amount you already paid.
 - c. Impersonate any person and use a fake name or gain access to anyone's account in any way or a manner that may deem unlawful.

9.2. Breach Of Any Rules or Our Acceptable Use Of Services Policy

If we find that anyone is breaking any rules or in any other case of suspicious behavior, we reserve the right to withdraw access to your account without notice for any actual or suspected breach of these terms or any other documentation referred to in them, including, without limitation, where we suspect that there has been unauthorized access to your account or any unauthorized disclosure of your login information.

9.3. Factors Beyond Our Control

Any act or situation which is beyond our control is known as a “Force Majeure Event”. In such a circumstance, we are not liable for any failure to perform or delay in the performance of our obligations or shipping under our general terms. In any such event, the order or project can be canceled and any amount retained will be refunded. Any act, event, non-happening, omission, or accident beyond our control includes (but is not limited to):

- a. Strikes, lock-outs, or other industrial action.
- b. Civil commotion, riot, invasion, cyber-attack, terrorist attack or threat of terrorist attack, war (whether declared or not), or threat or preparation for war.
- c. Fire, explosion, storm, flood, earthquake, subsidence, epidemic, or other natural disasters.
- d. Impossibility of the use of railways, shipping, aircraft, motor transport, or other means of public or private transport.
- e. Interruption or failure of utility service (including the inability to use public or private telecommunications networks).
- f. Failure of any workforce availability due to any reason.
- g. The acts, decrees, legislation, regulations, or restrictions of any government.

10. COPYRIGHTED MATERIAL DISCLAIMER

We are only providing our services as a third-party services provider and not generating any content on our own. Our services may be used by a high number of clients all over the world and we may not be able to review or check all of the materials posted to the surveys or questionnaires and cannot, therefore, be responsible for that material’s content, use, or effects. We have written a DMCA policy to remove copyrighted material from our website. If you have reason to believe that your copyrighted material is on our website, make sure to follow the procedure provided through our DMCA Policy.

11. GENERAL DISCLAIMER

The contents, materials, and information on this website are based solely on research conducted by the owner of Umbrella Insight Ltd and are only available for general information purposes and must not be taken as financial or legal advice. The information on our website is presented for you and is not intended as an offer to buy or sell, or amount to a solicitation or incitement of offer to buy or sell, any products, packages, or subscriptions of any kind, in any way.

12. WAIVER OF LIABILITY

The users and clients of our website hereby waive, release, and forever discharge all claims for direct, indirect, consequential, incidental, contractual, compensatory, tort-based, punitive, or any other damages of any sort arising from any cause or basis whatsoever including but not limited to personal injury or property damage which the buyer or buyer’s heirs, next of kin, executors, assigns, parents, personal representatives, or estate may have or which may hereafter accrue as a result of participation in any activity related to our website, its service including services from the Gather’s website.

13. RELEASE OF CLAIMS

The buyer to the fullest extent permitted by law, shall indemnify, defend, hold harmless, protect and defend the owner of Gather from and against any and all liabilities, claims, damages, losses, demands, lawsuits, costs, and expenses, including attorney fees, arising out of or resulting from any cause of action for any reason whatsoever including but not limited to the negligence or misconduct in connection with participation in any activity related to installation, removal or usage of software, tools, plugins and add-ons of our website. If any such legal claim, demand, or lawsuit arises or be asserted in any way whatsoever related thereto, whether arising under the laws of any country, domain or region or under any theory of law or equity, the buyer will indemnify, hold harmless and defend the owner, manufacturer, seller, distributor, affiliate or anyone associated with our website from any and all costs, expenses, or liability including but not limited to the cost of any settlement or judgment made or rendered against the owner of the Gather.

14. LAW AND JURISDICTION

These Terms of Use or any other conditions related to our services will be governed by and construed in accordance with the law of the United Kingdom and any disputes relating to these Terms or our services will be subject to the jurisdiction of the courts of Essex, United Kingdom.