



LIGHT DEGREE LTD

TERMS OF SERVICE

1. ACCEPTANCE OF TERMS

Light Degree Ltd (Light Degree) provides the following service to you, subject to these Terms of Service ("TOS"), which may be updated periodically without notice.

2. DESCRIPTION OF SERVICE

Light Degree is a software developer and provides software as a service over the internet allowing its Customers and Users to operate and administrate their business or enterprise. The Service may be used through a web browser ("the Software"). Once registered with Light Degree each Customer receives his or her own login to operate and administrate their business. This Content may reside on Light Degree servers or on the servers of a third party. The terms Light Degree, and we refer to Light Degree Ltd and its subsidiaries and affiliates.

3. LIGHT DEGREE CHARGES

Monthly charges are charged in advance at the beginning of each month, billed on the anniversary of the date of commencement of service. Charges are payable on the first working day after the monthly anniversary of commencement, each month. The fees schedule is as published by the company and subject to change from time to time. Any specific modifications to the system requiring code or other changes may be charged based on a daily rate, as published by the company. Other optional charges include; Charges made for set-up, data migration, training and

customisation. These will be agreed in advance. These charges are non-refundable. You hereby agree to this structure, and to Light Degree's right to change, modify, or discontinue any of its services. All customer queries via email or telephone will be responded to within a maximum of two working days.

4. YOUR REGISTRATION OBLIGATIONS

Account registration and verification is required in order to create a Light Degree account. During registration, all users are required to provide accurate, complete and current information about themselves in all required fields. Should any of your own information change after submitting it to Light Degree, you are hereby required to update that information as soon as possible. Should Light Degree suspect that your personal information is not complete, current, or accurate, your account may be subject to suspension or termination. Should you feel that Light Degree privacy policy is not sufficient for you to complete the registration form truthfully, please email your policy concerns to privacy@lightdegree.com.

5. AVAILABILITY OF SERVICE

Planned or unplanned maintenance of this site can occur at any time. We will work to restore access to the service as quickly as possible, but, like any other Internet- delivered service, we cannot provide a guarantee of 100% availability of service. Users are

responsible for obtaining and maintaining their own hardware and software to access their site. Light Degree is not responsible

for loss of availability of the site due to lost passwords, though we will provide a new password upon request. Light Degree is not responsible for loss of access to the site due to viruses, malicious attacks, or other efforts of others to slow down or stop the system.

6. LOSS OF DATA

Light Degree provides a back-up facility for all data, which can be accessed in the event of any loss of data or service. However Light Degree accepts no liability for the loss of any data for whatever reason. Users will not make a claim against Light Degree for loss of data, additional analysis time, business interruption, inaccurate output, work delays or lost profile resulting from the use of this site. Light Degree also reserves the right to periodically purge old, incomplete, and/or unused data from its databases, including user-created or collected data.

7. SPAM.

Light Degree has zero tolerance for SPAM, junk mail, pyramid schemes, or UCE (Unsolicited Commercial Email) that is in any way associated with Light Degree, its customers, or any of its customers' associates. You are prohibited from using UCE as a means of gathering information hosted on Light Degree network. Light Degree strict Anti-SPAM policy outlines our stance on UCE and how we will respond to SPAM reports or problems. Without limitation, subscribing members and organizations may not use the "tell a friend about Light Degree" feature of the services to send email communications to a prospective customer unless they have a reasonable basis to believe that the recipient will want to become a customer. Infringements of Light Degree Anti-SPAM policy include, but are not limited to:

1. Sending, being involved in sending, or employing a third party to send mail which advertises or mentions a site hosted at Light Degree to anyone that has not specifically requested this type of mail. This includes bulk email from lists that have been gathered accidentally, unintentionally, inappropriately, or unlawfully.
2. Forging of message headers to mask the originator of the message.
3. Harassment, whether through language, frequency or size of messages.
4. Bulk email intended to purposely slow or constrain the Light Degree system

Generally speaking, SPAM does not include requesting information or email notifications to employees, business partners, students, friends, customers, members, any other group that you communicate with on an ongoing or regular basis, or the use of "opt-in" lists of people willing to receive communications from you.

If Light Degree or our Internet Service Provider receive more than one complaint about SPAM or UCE directly related to your use of our service or email invitations for your surveys hosted on our service, regardless of the source of your email list, we reserve the right to immediately and permanently shut down your account without refund. If customer attempts to engage in spamming a second time using the same or different account, Light Degree will report such conduct to the appropriate authorities and turn over any and all information, including personally identifying information, to appropriate persons or entities.

If you are unsure whether any contemplated use of email is permitted, please send mail to privacy@lightdegree.com and we will assist you.

8. PAYMENT TERMS

On receipt of your order an email will be sent to you within 2 working days, confirming the order. The purchased service will be delivered after the payment of the set-up charge. No refund will be given on any set-up charge paid. The customer promises to pay all monthly and other charges to Light Degree's account, including taxes if applicable, as the charges are incurred. Monthly fees are as published, and changes to them take place immediately. The customer must provide Light Degree with accurate credit or debit card or bank account details for direct debit information, and promptly notify us if this information changes. Light Degree will take measures to ensure the confidentiality of this data, and that the credit card or direct debit transaction takes place in a secure environment. A customer may cancel his or her account, at any time by sending an email to Light Degree customer service at support@lightdegree.com requesting cancellation. No refunds of fees already paid will be given. If the customer's credit card or direct debit charge is not accepted, Light Degree has the right to terminate or suspend that customer's access to the Light Degree system. Light Degree reserves the right to terminate a customer's account at any time.

9. LIGHT DEGREE PRIVACY POLICY

Your use of the Service is subject to Light Degree privacy policy. For information on Light Degree privacy practices, please see the entire privacy policy.

10. INDEMNITY

You agree to indemnify and hold Light Degree, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any alleged claim or demand, including reasonable attorney fees, made by any third party due to or arising out of your Content, your use of the Service, your connection to the Service, your violation of the TOS, or your violation of any rights of another, whether you are a registered user or not. The user is solely responsible for his or her actions when using the Service, including, but not limited to, costs incurred for Internet access.

11. SPECIAL ADMONITIONS FOR INTERNATIONAL USE

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United Kingdom or the country in which you reside. There is no export restriction on Light Degree products.

12. NO RESALE OF SERVICE

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service.

13. CUSTOMER CONDUCT

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials, whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. Light Degree does not control Content displayed via the Service and, as such, does not guarantee the validity of such Content. You agree to NOT use the Service to:

1. Upload, post or otherwise transmit any content that is in Light Degree opinion to be unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libellous, invasive to another's privacy (up to, but not excluding any address, email, phone number, or any other contact information with out the written consent of the owner of such

information), hateful, or racially, ethnically or otherwise objectionable;

2. Harm minors in any way, as seen either by Light Degree or applicable law; 3. Impersonate any person or entity, including, but not limited to, a Light Degree staff member or volunteer, or falsely state or otherwise misrepresent your affiliation with a person or entity; 4. Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service; 5. Upload, post or otherwise transmit any content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); 6. Upload, post or otherwise transmit any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; 7. Upload, post or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation; 8. Upload, post or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; 9. Interfere with or disrupt the Service, or servers, or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service; 10. Collect or store personal data about other users for business purposes; 11. Use Light Degree as a forwarding service to another website; 12. Allow usage by others in such a way as to violate Light Degree TOS; If any user is reported to be in violation with the letter or spirit of these terms, Light Degree retains the right to terminate such account at any time without further warning.

14. GENERAL INFORMATION

The TOS constitutes the entire agreement between you and Light Degree and governs your use of the Service, superseding any prior agreements between you and Light Degree (including, but not limited to, any prior versions of the TOS) and any prior representations by Light Degree. The failure of Light Degree to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the TOS are for convenience only and have no legal or contractual effect.

15. BILLING POLICIES

You agree to provide accurate and up-to-date contact information to Light Degree, at the time you open your account, and as long as you use your account or it is active. Light Degree respects your privacy, and all your information is kept secure and confidential. Full or partial invoices will be sent to you or generated by the system in advance of receiving services and will be in accordance with the billing policies and service rates as set forth on the Light Degree Pricing page, or in custom Service Agreements as negotiated and agreed to on a per-project basis with you. Cancellation of an account will result in deletion of all of Customer's files, including email. You agree that submission of credit card information to Light Degree constitutes

authorization by you to bill the specified credit card for all fees owed by you to Light Degree.

16. ACCESSING THE SERVICE

The Customer is responsible for any tools, including hardware, software, or Internet Service, required to access Light Degree services.

17. PUBLICIZING

The Customer is solely responsible for publicizing their business information and soliciting customers, and agrees to indemnify and hold Light Degree harmless from any and all claims and liabilities associated with said publicizing and soliciting, including but not limited to claims involving copyright infringement, obscenity, false advertising, fraud, privacy issues, libel or defamation, and unsolicited e-mail or spam.

18. CONTENT

The Customer guarantees that questionnaire content shall not contain any illegal or unlawful substance. Customer is solely responsible for said questionnaire content and shall indemnify and hold Light Degree harmless from any and all claims and liabilities associated with said content, including but not limited to claims involving copyright infringement, obscenity, false advertising, fraud, privacy issues, libel or defamation, and unsolicited e-mail or spam.

19. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (a) YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. LIGHT DEGREE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. (b) LIGHT DEGREE MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED. (c) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM LIGHT DEGREE OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS. 20. LIMITATION OF LIABILITY YOU EXPRESSLY UNDERSTAND AND AGREE THAT LIGHT DEGREE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF LIGHT DEGREE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

21. CONTACT

Support is provided via the following email: support@lightdegree.com 22. REVISIONS
Light Degree may at any time revise these Terms of Service by updating this posting. By using this Site, you agree to be bound by any such revisions and should therefore periodically visit this page to determine the then-current Terms of Service to which you are bound.

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