



Contact Software's www.harvestyourdata.com www.isurveysoft.com websites and iSURVEY and droidSURVEY mobile apps Usage Terms and Conditions

ACCEPTANCE OF TERMS

PLEASE READ CAREFULLY: BY CHECKING THE "ACCEPT TERMS AND CONDITIONS" CHECKBOX YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

EU CITIZENS AND COMPANIES SHOULD PAY PARTICULAR ATTENTION TO THE SECTION ON COMPLIANCE WITH THE GDPR

This is a legal agreement ("Agreement") between You and Contact Software Limited (referred to herein as "Contact Software"), a New Zealand Limited Company, for use of the iSURVEY and droidSURVEY web site. "You" refers to any individual who agrees to the "Accept Terms and Conditions" checkbox Registration page or, if the Service is being used on behalf of an entity by an individual authorized to agree to such terms on behalf of such entity, then "You" refers to such entity.

If You do not agree with the terms of this Agreement, do not select the Terms of Service checkbox and do not use the Service. Contact Software reserves the right to update and change the Agreement from time to time without notice or acceptance by You. The Agreement will also be applicable to the use of the Service on a trial basis. By using the Service, You signify Your irrevocable acceptance of this Agreement. The website and any downloadable software associated with the Service are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

DESCRIPTION OF SERVICE

The Service includes, and is limited to, a web site allowing You access to and use of a single isurveysoft.com Account, with Support from Contact Software Limited. "isurveysoft.com" and "harvestyourdata.com" referred to herein encompasses the Contact Software Limited's web server-based software products that allows the user to create and maintain surveys, view and download the results of said surveys and manage mobile devices linked to said website.

"iSURVEY" specifically refers to the mobile app created by Contact Software to run on Apple Corporation's iPad, iPhone and iPod Touch devices ("Devices").

"droidSURVEY" specifically refers to the mobile app created by Contact Software to run on Android operating system ("Devices").

A "isurveysoft.com Account" or "harvestyourdata.com Account" or "Account" referred to herein means a web site, provided by Contact Software where You may use create, update surveys created by you and to manage which Devices those surveys can run on and perform other functions from time to time as Contact Software provides features.

"Support" referred to herein means technical support from Contact Software, available via electronic mail.

Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the Agreement. You also understand and agree that the service may include certain communications from Contact Software, such as service announcements, administrative messages, etc. You may opt out of receiving our communications at any time.

You agree not to access the Service by any means other than through the interfaces that are provided by isurveysoft.com, iSURVEY and droidSURVEY for use in accessing the Service. Contact Software will provide the Service in accordance with this Agreement. Contact Software may at its sole discretion modify the features of the Service from time to time without prior notice.

REGISTRATION

In order to use the Service, You must have a valid Account. To acquire an Account for the Service, You must provide Contact Software with an electronic mail address and other information ("Registration Data"). You will choose an account designation for Your Account during the Service's registration process.



You are responsible for maintaining the confidentiality of the access data for Your Account, and are fully responsible for all activities that occur under Your Account. You agree to (a) immediately notify Contact Software of any unauthorized use of Your Account or any other breach of security, and (b) ensure that You exit from Your Account at the end of each session. Contact Software cannot and will not be liable for any loss or damage arising from Your failure to comply with this section. In consideration of use of the Service, You agree to: (a) provide true, accurate, current and complete information about Yourself as prompted by the Service's registration form, and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete.

If You provide any information that is untrue, inaccurate, not current or incomplete, or Contact Software has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Contact Software has the right to suspend or terminate Your Account and refuse any and all current or future use of the Service (or any portion thereof). If You register to use the Service on a free-trial basis, You will also be required to complete the registration process. If You are under 18 years of age then You are required to have a parent or guardian review and complete the registration process on your behalf.

BILLING/PAYMENT TERMS

You are free to use isurveysoft.com, iSURVEY and droidSURVEY at no cost on a trial basis which allows you to upload the number of survey results stated on the web site.

If you wish to obtain more than the stated number of results then you will be required to purchase a subscription to the survey using your credit card. No other payment method is accepted unless otherwise agreed.

OWNERSHIP OF WEBSITE ACCOUNT AND SECURITY

You are responsible for maintaining the security of Your Content and isurveysoft.com Account, and You are fully responsible for all activities that occur under the account and any other actions taken in connection with the isurveysoft.com Account, including those of Your Users. You agree to immediately notify Contact Software of any unauthorized uses of the Account or any other breaches of security. Contact Software cannot and will not be liable for any loss or damage from Your failure to comply with this security obligation. You acknowledge and agree that under no circumstances will Contact Software be liable, in any way, for any acts or omissions by You, including any damages of any kind incurred as a result of such acts or omissions.

PROPRIETARY/INTELLECTUAL PROPERTY RIGHTS

Contact Software retains ownership of all proprietary rights in the Service and in all trade names, trademarks and service marks associated or displayed with the Service except for those of Apple Corporation and the Google Corporation. You will not remove, deface or obscure any of isurveysoft.com, iSURVEY and droidSURVEY's copyright or trademark notices and/or legends or other proprietary notices on, incorporated therein, or associated with the Service. You may not reverse engineer, reverse compile or otherwise reduce to human readable form any software associated with the Service.

iSURVEY and droidSURVEY are a copyright of Contact Software Limited, Inc.

INJUNCTIVE RELIEF

You acknowledge that any use of the Service contrary to this Agreement, or any transfer, sublicensing, copying or disclosure of technical information or materials related to the Service, may cause irreparable injury to Contact Software, its affiliates, suppliers and any other party authorized by Contact Software to resell, distribute, or promote the Service ("Resellers"), and under such circumstances Contact Software, its affiliates, suppliers and Resellers will be entitled to equitable relief, without posting bond or other security, including, but not limited to, preliminary and permanent injunctive relief.

GENERAL PRACTICES REGARDING USE AND STORAGE.

You agree that Contact Software has no responsibility or liability for the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Service. You acknowledge that



Contact Software may establish general practices and limits concerning use of the Service and may modify such practices and limits from time to time. Contact Software retains the right to create limits on use and storage at our sole discretion at any time with or without notice. You acknowledge that we reserve the right to log off users who are inactive for an extended period of time.

You agree that You will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure.

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 States or the country in which You reside.

NO RESALE OF THE 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 without the express permission by Contact Software.

YOUR REPRESENTATIONS AND WARRANTIES

You represent and warrant that (a) all of the information provided by You to Contact Software to participate in the Service is correct and current; and (b) You have all necessary right, power and authority to enter into this Agreement and to perform the acts required of You hereunder.

NO WARRANTIES OR REPRESENTATIONS BY CONTACT SOFTWARE

You understand and agree that the Service is provided "as is" and Contact Software, its affiliates, suppliers and Resellers expressly disclaim all warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose, non-infringement or bailment of your data on Contact Software's servers. Contact Software, its affiliates, suppliers and Resellers make no warranty or representation, other than the Refund, regarding the results that may be obtained from the use of the Service, the security of the Service, or that the Service will meet any user's requirements beyond the Refund. Use of the Service is at Your sole risk. You will be solely responsible for any damage to You resulting from the use of the Service. The entire risk arising out of use, security or performance of the Service remains with You. No oral or written information or advice given by Contact Software or its authorized representatives shall create a warranty or in any way increase the scope of Contact Software's obligations. Without limiting the generality of the foregoing, iSURVEY, its affiliates, suppliers and Resellers specifically disclaim any express or implied warranty of fitness for such purposes.

REFUND

If, during the purchased period of your survey, you deem that iSURVEY or droidSURVEY has not met your needs, Contact Software will refund the amount paid by You for use of iSURVEY or droidSURVEY. Contact Software will only allow one refund to You. It is understood that should You request a refund then you will never use iSURVEY or droidSURVEY again except by mutual agreement and that you will not, under a different guise, register to use iSURVEY or droidSURVEY after you have received a refund.

PRIVACY

Contact Software will never sell or otherwise make available any information which You register on the iSURVEY web site.

All data entered or imported by You remains Your property and confidential to You. Contact Software will not use nor make available for use any of this information without Your prior permission

Contact Software does not and will never store Your credit card number.

All transactions on the iSURVEY web site are conducted under the industry standard SSL (Secure Socket Layer) protocol to ensure your privacy protection.



INDEMNITY

You agree to indemnify, defend and hold harmless Contact Software, its affiliates, officers, directors, employees, consultants, agents, suppliers and Resellers from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys' fees as and when incurred) arising from Your use of the Service, Your use of Your Account, Your violation of this Agreement or the infringement or violation by You or any other User of Your Account, of any intellectual property or other right of any person or entity.

MODIFICATIONS TO SERVICE

Contact Software reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice at any time. You agree that Contact Software shall not be liable to You or to any third party for any modification, suspension, termination or discontinuance of the Service.

NO AGENCY

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship between You and Contact Software Limited is intended or created by this Agreement.

LIMITATION OF LIABILITY

In no event will Contact Software or its affiliates, suppliers or Resellers be liable for any special, incidental, indirect, exemplary or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss or damage) arising out of the use of or inability to use the Service, or the provision of or failure to provide technical or other support service, whether arising in tort (including negligence) contract or any other legal theory, even if Contact Software, its affiliates, suppliers or Resellers have been advised of the possibility of such damages. In any case, Contact Software's, its affiliates', suppliers' and Resellers' maximum cumulative liability and Your exclusive remedy for any claims arising out of or related to this Agreement will be limited to the amount actually paid by You for the Service if any.

WAIVER AND SEVERABILITY

Failure by either party to exercise any of its rights under, or to enforce any provision of, this Agreement will not be deemed a waiver or forfeiture of such rights or ability to enforce such provision. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision will be amended to achieve as nearly as possible the same economic effect of the original provision and the remainder of this Agreement will remain in full force and effect.

STATUTE OF LIMITATIONS

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising of or related to use of Contact Software services or the Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred.



EUROPEAN UNION GDPR (General Data Protection Regulation) POLICY

This section is applicable only to You who by virtue of your location and / or the data that you collect, fall under the European Union GDPR laws.

By checking the "Accept Terms and Conditions" checkbox Registration page you specifically agree that you are familiar with your responsibilities under GDPR legislation and guarantee that you will comply with this legislation.

Your responsibilities under GDPR should you collect personally identifiable data about EU (European Union) citizens

DEFINITIONS.

'Personal data' means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

The distinction between personal data, and sensitive personal data

The EU's "special categories."

Special categories of personal data pertains to: political opinions, religious beliefs, trade union activity, racial or ethnic makeup, physical or mental health, sexual orientation, gender identity or criminal history. To process special categories of personal data, you must provide justification under one of the following legal bases:

- Explicit consent
- Employment law
- Vital Interests
- Charity or NPOs
- Data made public by the data subject
- Legal claims
- Reasons of substantial public interest
- Medical diagnosis and treatment
- Public health
- Historical purposes
- Statistical purposes
- Scientific purposes
- Exemptions under national laws

1. To comply with the GDPR the information you provide to people about how you process their personal data must be:

- concise, transparent, intelligible and easily accessible;
- written in clear and plain language, particularly if addressed to a child; and
- free of charge.

Under Article 14 of the GDPR, if you obtain data directly from the data subject, then you need to notify them at the time that it's obtained. If you have a website then this should also be included on your privacy policy page.

Under the GDPR Harvest Your Data is considered to be the Data Processor on behalf of You.

YOUR AGREEMENT WITH HARVEST YOUR DATA

By agreeing to the Harvest Your Data terms and conditions you agree that you will comply with all relevant statutes enforced by the GDPR with particular to reference to the paragraph above "Your



responsibilities under GDPR should you collect personally identifiable data about EU (European Union) citizens”

In turn Harvest Your Data agrees that, as the Data Processor, we will comply with our responsibilities under the GDPR.



CHOICE OF LAW AND FORUM

This Agreement shall be governed by and construed under the laws of New Zealand. The parties consent to the exclusive jurisdiction of courts located in Wellington, New Zealand.

ENTIRE AGREEMENT/GENERAL PROVISIONS

This Agreement embodies the entire understanding and agreement between the parties respecting the subject matter of this Agreement and supersedes any and all prior understandings and agreements between the parties respecting such subject matter. Contact Software may change the terms of this Agreement at any time by posting modified terms on its website. This Agreement has been prepared in the English Language and such version shall be controlling in all respects and any non-English version of this Agreement is solely for accommodation purposes. Any and all rights and remedies of Contact Software upon Your breach or other default under this Agreement will be deemed cumulative and not exclusive of any other right or remedy conferred by this Agreement or by law or equity on Contact Software, and the exercise of any one remedy will not preclude the exercise of any other. The captions and headings appearing in this Agreement are for reference only and will not be considered in construing this Agreement. Notices to You may be made via either email or regular mail. The Service may also provide notices of changes to the Agreement or other matters by displaying notices or links to notices to You generally on the Service. All notices or other correspondence to Contact Software under this Agreement must be sent to the following physical address or electronic mail address for such purpose:

Contact Software Ltd trading as www.harvestyourdata.com
3 Kaitawa Road
York Bay
Lower Hutt
New Zealand
support@harvestyourdata.com



DATA RETENTION

Results data and image data collected by You and stored on our servers are subject to the following constraints

- Results and associated images are archived and therefore made unavailable to you (the Customer) 3 months after the expiry date of the survey or, if the survey is in a chain of Replacement surveys created due to editing surveys then 3 months after the expiry date of the first survey in the chain, that is, the Original survey.
 - During that second 3 month period archived results can be recovered on request.
- Archived results and associated images are ***permanently deleted*** from our **database 6 months after the expiry date of the survey** or, if the survey is in a chain of Replacement surveys created due to editing surveys then 6 months after the expiry date of the first survey in the chain, that is, the Original survey.
 - **Deleted results cannot be recovered.**



For your convenience this is a copy of the Harvest Your Data Privacy policy entitled Harvest Your Data Privacy Policy v2.0. Please contact support@harvestyourdata.com to request a copy of the original document



PRIVACY POLICY

This privacy policy has been compiled to better serve those who are concerned with how their 'Personally identifiable information' (PII) is being used online. PII, as used in US privacy law and information security, is information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context. Please read our privacy policy carefully to get a clear understanding of how we collect, use, protect or otherwise handle your Personally Identifiable Information in accordance with our website.

European Union citizens should particularly pay attention to the notes on the GDPR at the end of this document and note that by using the Contact Software's tools and agreeing to the terms and conditions when signing up to use the site you are also guaranteeing that your data collection will comply with the GDPR.

The Policy includes the related websites www.harvestyourdata.com, www.isurveysoft.com and www.droidsurvey.com

What personal information do we collect from the people that visit our blog, website or app?

When ordering or registering on our site, as appropriate, you may be asked to enter your Name, Email address, Phone number or other details to help you with your experience.

When do we collect information?

We collect information from you when you register on our site or enter information on our site.

How do we use your information?

We may use the information we collect from you when you register, make a purchase, sign up for our newsletter, respond to a survey or marketing communication, surf the website, or use certain other site features in the following ways:

- To allow us to better service you in responding to your customer service requests.
- To send periodic emails regarding your order or other products and services.

How do we protect visitor information?

Your personal information is contained behind secured networks and is only accessible by a limited number of persons who have special access rights to such systems, and are required to keep the information confidential. In addition, all sensitive/credit information you supply is encrypted via Secure Socket Layer (SSL) technology.

We implement a variety of security measures when a user places an order enters, submits, or accesses their information

All transactions are processed through a gateway provider and are not stored or processed on our servers.

Do we use 'cookies'?



Yes. Cookies are small files that a site or its service provider transfers to your computer's hard drive through your Web browser (if you allow) that enables the site's or service provider's systems to recognize your browser and capture and remember certain information. For instance, we use cookies to help us remember the settings in your account when you have one.

They are also used to help us understand your preferences based on previous or current site activity, which enables us to provide you with improved services. We also use cookies to help us compile aggregate data about site traffic and site interaction so that we can offer better site experiences and tools in the future.

We use cookies to:

- Understand and save user's preferences for future visits.
- Keep track of advertisements.
- Compile aggregate data about site traffic and site interactions in order to offer better site experiences and tools in the future.

You can choose to have your computer warn you each time a cookie is being sent, or you can choose to turn off all cookies. You do this through your browser (like Internet Explorer) settings. Each browser is a little different, so look at your browser's Help menu to learn the correct way to modify your cookies.

If you disable cookies off, some features will be disabled It won't affect the users experience that make your site experience more efficient and some of our services will not function properly.

However, you can still place orders .

Third Party Disclosure

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information.

HOWEVER PLEASE NOTE: in the event that we receive legal notice and request to disclose information about you or the data that you have collected using our platform we will, after due process, and assuming that the legal request is valid, provide disclosure of that data.

Third party links

We do not include or offer third party products or services on our website.

Google

Google's advertising requirements can be summed up by Google's Advertising Principles. They are put in place to provide a positive experience for users.

<https://support.google.com/adwordspolicy/answer/1316548?hl=en>

We have not enabled Google AdSense on our site but we may do so in the future.

COPPA (Children Online Privacy Protection Act)

When it comes to the collection of personal information from children under 13, the Children's Online Privacy Protection Act (COPPA) puts parents in control. The Federal Trade Commission, the nation's consumer protection agency, enforces the COPPA Rule, which spells out what operators of websites and online services must do to protect children's privacy and safety online.



We do not specifically market to children under 13.

Fair Information Practices

The Fair Information Practices Principles form the backbone of privacy law in the United States and the concepts they include have played a significant role in the development of data protection laws around the globe. Understanding the Fair Information Practice Principles and how they should be implemented is critical to comply with the various privacy laws that protect personal information.

In order to be in line with Fair Information Practices we will take the following responsive action, should a data breach occur:

We will notify the users via email

- Within 2 business days

We will notify the users via in site notification

- Within 5 business days

CAN SPAM Act

The CAN-SPAM Act is a law that sets the rules for commercial email, establishes requirements for commercial messages, gives recipients the right to have emails stopped from being sent to them, and spells out tough penalties for violations.

We collect your email address in order to:

- Send information, respond to inquiries, and/or other requests or questions.
- Market to our mailing list or continue to send emails to our clients after the original transaction has occurred

To be accordance with CANSPAM we will:

- NOT use false, or misleading subjects or email addresses
- Identify the message as an advertisement in some reasonable way
- Include the physical address of our business or site headquarters
- Honor opt-out/unsubscribe requests quickly
- Allow users to unsubscribe by using the link at the bottom of each email

If at any time you would like to unsubscribe from receiving future emails, you can

- Follow the instructions at the bottom of each email.

Data retention

Data collected by you is stored on our servers for 3 months after the expiry date of your survey.

During those 3 months that data is immediately available to you to download. After 3 months the data is archived for a further 3 months during which time it can be recovered on request.

6 months from the expiry date of the survey your data is permanently and irrecoverably deleted from our servers.



European Union GDPR (General Data Protection Regulation) policy

Contact Software's Relationship with You, our Customer

"Our Customer" is the individual or organization which purchases the use of the Harvest Your Data Platform and its associated apps being iSURVEY for Apple devices and droidSURVEY for Android device and / or the individual or organization which uses these products to collect data.

Under the GDPR Harvest Your Data is considered to be the Data Processor on behalf of You.

Your responsibilities under GDPR should you collect personally identifiable data about EU (European Union) citizens

DEFINITIONS.

'Personal data' means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

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The EU's "special categories."

Special categories of personal data pertains to: political opinions, religious beliefs, trade union activity, racial or ethnic makeup, physical or mental health, sexual orientation, gender identity or criminal history.

To process special categories of personal data, you must provide justification under one of the following legal bases:

- Explicit consent
- Employment law
- Vital Interests
- Charity or NPOs
- Data made public by the data subject
- Legal claims
- Reasons of substantial public interest
- Medical diagnosis and treatment
- Public health
- Historical purposes
- Statistical purposes
- Scientific purposes
- Exemptions under national laws

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- written in clear and plain language, particularly if addressed to a child; and
- free of charge.



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Your agreement with Harvest Your Data

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In turn Harvest Your Data agrees that, as the Data Processor, we will comply with our responsibilities under the GDPR.

Contacting Us

If you have any questions regarding the terms and conditions and / or the privacy information contained herein you may contact us using the information below.

Contact Software Ltd trading as www.harvestyourdata.com
3 Kaitawa Road
York Bay
Lower Hutt
New Zealand
support@harvestyourdata.com

if your questions are about our privacy policy please request the email is forwarded to the Privacy Officer.