

Terms of Service

Last updated: 19th August 2020

1. General

These General Terms apply generally to the use of the service CleverYak (the "Service" or "CleverYak"), and constitute a contract between you and the company providing the Service, Deeplink Sarl-S, 9 Rue du Laboratoire, Luxembourg Ville, L-1911, Luxembourg ("The Company"). These terms govern your access to and use of the CleverYak application and website (the "Service"), and any video, sound, text, graphics, or other materials sent, received, stored or otherwise appearing in the Service (collectively referred to as "Content"). Parts of the Service may display Content that is not CleverYak's ("User Content"). Such content is the sole responsibility of the person or entity that has made it available.

Where applicable, "The Company" shall also be understood as a reference to affiliates, suppliers, partners and other third parties CleverYak may engage or otherwise cooperate with in connection with the Service

By using CleverYak you agree to these General Terms and the Privacy Policy (collectively referred to as "Terms"). Please read them carefully. If you don't agree to the Terms, you can't use CleverYak.

We can change these Terms at any time. If a change is material, we'll let you know before it takes effect. By using CleverYak on or after that effective date, you agree to the new Terms. If you don't agree to them, you should stop using CleverYak and ask for your account to be deleted before they take effect, otherwise your use of the Service and Content will be subject to the new Terms. If you have a renewing subscription, we will notify you at least 30 days prior to any material changes, including price changes.

2. Age limitation

CleverYak is only for people 16 years old and over. By using CleverYak, you affirm that you are over 16. If we learn that someone under 16 is using CleverYak, we'll terminate their account.

3. How you can use the Service

CleverYak is for legitimate individual use only (personal or business communication). Your use of CleverYak requires that you have hardware, software and an Internet connection fulfilling certain recommended

requirements, as may be specified in our FAQ. If the recommended requirements are not met, you may potentially still use the Service, but normally with a lower quality or performance. Such reduced quality or performance will not give you the right to claim any compensation from CleverYak.

To use CleverYak, you will need to create a personal CleverYak account. You may register an account by following the instructions on the Website. You are responsible for providing and maintaining accurate and updated personal information, and for safeguarding your account information. You may not select or use an identity of another person with the intent to impersonate that person. You must use a valid e-mail address, and CleverYak reserves the right to verify this at any time. CleverYak will not be liable for any loss or damage arising from your failure to comply with the above requirements.

Your account is strictly personal and shall not be used by any other person without your supervision. Neither shall you assign your account to any other person. You are in any event solely responsible for the use of the Service through your personal user account.

We may change, terminate, or restrict access to any aspect of the Service or your account, at any time, without notice. We reserve the right to impose limitations of use based on what we consider fair or legitimate usage, both for free trial and paying users.

You are responsible for your use of the CleverYak, including the lawfulness of any content displayed, shared, uploaded or otherwise made available by you in the Service (“the User Content”).

Restrictions on Content and Use of the Service

We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect our rights, property or safety, our users and the public.

We reserve the right to report illegal activity to applicable local authorities.

Prohibited User Content includes, without limitation, content which:

- is offensive, such as User Content that engages in, endorses or promotes racism, bigotry, discrimination, hatred, harassment or physical harm of any kind against any group or individual;
- displays or links to pornographic, sexually explicit or any other indecent material;
- promotes or endorses false or misleading information or illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- promotes or endorses an illegal or unauthorised copy of another person's copyrighted work;
- infringes on other's trademarks, copyright or legal rights
- contains restricted or password only access pages or hidden pages or images;
- solicits passwords or personal data from other users; or
- violates the rights of or harms or threatens the safety of other users or the Service.
- shares Personal information about others, without their consent

Any use or reliance on any Content or materials posted via the Service or obtained by you through the Service is at your own risk. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services or endorse any opinions expressed via the Service. You understand that by using the Service, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, Content that have been mislabeled or is otherwise deceptive. Under no circumstances will we be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content generated or made available via the Service.

We give you a personal, limited, worldwide, royalty-free, non-assignable, non-sublicensable and non-exclusive license to use the software that is provided to you by us as part of the Service for your personal or business use. This license is for the sole purpose of enabling you to use the Service as provided by us, subject to these Terms.

You may not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-public areas of the Service, our internal computer systems including technical delivery systems of our subcontractors used to provide the Service; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Service by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by us (and only pursuant to

those terms and conditions), unless you have been specifically allowed to do so in a separate agreement with us; (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Service to send altered, deceptive or false source-identifying information; or (v) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Service or its users.

The Service may contain cryptographic functionality where the export of such could be restricted under applicable export control laws. You shall not export or re-export the Service or parts of it in violation of such laws or regulations.

4. Charging for Use of the Services

The Service is offered both as a free trial version with a limitation duration, and as various paid versions (“plans”). We reserve the right to change the features included in our free trial and paid plans, the price of the paid plans and the packaged structure of the free trial or paid plans at any time. You will find an updated overview of the content of the plans on our website. We will notify all paying users of material changes to the content, price and terms of the plans.

Payment for the service shall be made in advance, unless otherwise agreed with CleverYak. If your payment is not successful, your account will be restricted and you will not be able to set up new interviews. For recurring subscription plans, you will be billed every month in advance, on the day of the month the subscription was first created. You can cancel an auto-renewing subscription at any time in the subscription page, and you will then have continued access for the remainder of the month you have paid for. When that month ends, your account will automatically be restricted and you will not be able to set up new interviews until you take out a new subscription.

At the end of the free trial period or if your subscription ends without renewal, you can continue to sign in to CleverYak and view stored interview content, including recordings. You can continue to host interviews which were set up whilst your trial or subscription was active. You cannot set up new interviews.

Payment processing services for CleverYak, including the processing and storing of credit card data, are provided by third-party payment processors. By agreeing to these terms or continuing to operate as a CleverYak paid customer, you agree to be bound by the Services Agreement(s) of these payment processors, which may be modified by them from time to time. As a condition of CleverYak enabling payment processing services through third-party payment processors, you agree to provide CleverYak accurate and complete information about you and your business, and you authorise

CleverYak to share this information and transaction information related to your use of the payment processing services to the third-party payment processors.

5. Privacy and Personal Data

When delivering the Service, CleverYak will collect and process personal data about you and your use of the Service. The updated Privacy Policy is available on the CleverYak website. By using our Service, you agree that CleverYak can use your personal data in accordance with our Privacy Policy and in accordance with the consents you have given us.

CleverYak calls may optionally be recorded, at the request of a signed-in interviewer who is present on a call. By signing up for a CleverYak account, you give consent for call recording to take place on any calls which you host, or in which you participate as a signed-in interviewer.

Candidates do not require an account to join a call. Recording consent is granted by the candidate before they join each call.

CleverYak will comply with EU privacy regulations.

6. Communication

CleverYak may need to send you information about the Service, such as important service announcements and administrative messages, by SMS, e-mail or other means of electronic communication, by posting a notice on the Website, or through any other relevant communication channels.

CleverYak may offer to send you promotional information e-mail or other means of electronic communication. You may choose to opt out of receiving such communication by using the unsubscribe option in the message.

7. Integrations

The Website and the Service may contain links to third party websites. These links are provided solely as a convenience to you and not as an endorsement by CleverYak of the contents of such third party websites. CleverYak excludes any responsibility for the content of linked third party websites.

8. Intellectual Property Rights

All rights, title to and interest in the Service (excluding User Content) are and will remain the exclusive property of CleverYak. The Service and its content

are protected by copyright and other intellectual property rights in the country you reside as well as foreign countries.

Except for the limited, personal, non-exclusive, non-transferable and revocable license granted to you for the sole purpose of your use of the Service in compliance with the Terms, you are not granted any ownership of or license to any intellectual property rights in our Service or in the content owned by us or our partners that you access through the Service.

The trademarks, logos, domain names and any other similar signs or symbols which are displayed on the Website or as part of the Service are the registered and unregistered marks of CleverYak. Nothing in the Terms grants you the right to use any such marks.

You retain your rights to any Content you submit, post or display on or through the Service. By submitting User Content, you grant CleverYak, or must procure that your licensors grant CleverYak, a non-exclusive, royalty-free, perpetual, transferable, sub-licensable, irrevocable and worldwide license to use, reproduce, store, modify, distribute, publish and create derivative works of such User Content for any purpose, commercial or otherwise. You represent and warrant that you own any User Content submitted by you or that you otherwise are entitled to submit such User Content and to grant us such license.

9. Termination

You may stop using our Service by contacting us to request the full deletion of your account. As a subscriber, you may terminate your subscription at any time, and will have access to the Service for the remaining billing (pre-paid) period. The Company reserves the right to terminate the Service and the agreement with you with immediate effect upon written notice to you. Users of the paid versions may be entitled to refunds and to the extent this is described on our [FAQs](#). No users are entitled to refunds upon termination due to breach of these Terms.

10. Miscellaneous

Disclaimer of warranty. CleverYak provides the Service to you as is. You acknowledge that the Service is not error-free. You use it at your own risk and discretion. That means the Service doesn't come with any warranty. None expressed, none implied. CleverYak makes no warranties, expressed or implied, with respect to the availability, merchantability, fitness for a particular purpose, non-infringement, accuracy, completeness, performance and quality of the Service. CleverYak will from time to time have to carry out updates and

maintenance of the Service, due to technical, security or operational reasons, during which time the Service might be unavailable. CleverYak will make reasonable efforts to arrange updates and maintenance outside of peak usage hours.

Limitation of Liability.

CleverYak shall not be liable for any damages, whether arising under law, contract, warranty, indemnification, tort or otherwise, including, without limitation, incidental and consequential damages, loss of profits or business opportunities, or damages resulting from loss of data or loss of access to the Service. In any event, CleverYak's total liability shall not exceed the amount paid by you for the Service during the last 12 months prior to the incident that causes the liability.

Indemnity.

You agree to indemnify, defend and hold harmless CleverYak and its partners from all claims, liabilities and expenses (including reasonable attorney's fees) that arise from your misuse of the Service in breach of the Terms or applicable laws. CleverYak reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. You shall cooperate in good faith with CleverYak in asserting any available defenses.

Partial invalidity.

If any provision of the Terms is declared invalid or unenforceable by a court or other binding authority, the remaining terms (or parts), conditions and provisions shall continue to be valid and enforceable to the fullest extent permitted by law.

Force majeure.

Force Majeure means any circumstances beyond the reasonable control of either party, including, without limitation, fire, explosion, strikes or other labor disputes, riots or other civil disturbances, voluntary or involuntary compliance with any law, order regulation, recommendation or request of any governmental authority, and errors or downtime in networks, power supply, gateway or similar failures of communication. Neither party will have any liability, other than for the payment of money owing, for their failure to perform any of their contractual obligations arising out of or in connection with events of force majeure.

Assignment.

CleverYak is entitled, in whole or in part, to assign its rights and obligations under the Terms to a third party at its own discretion.

Choice of Law and Dispute Resolution.

The Terms shall be governed by and interpreted in accordance with Luxembourg law. Any dispute, controversy or claim arising out of or in connection with the Terms shall be subject to the jurisdiction of the Luxembourg courts.

The Terms were last updated: 19th August 2020

More questions?

You will find answers to the most [frequently asked questions](#) about the Service on the Website, or contact our support team at hello@cleveryak.com. Most questions will be answered within 24 hours. For questions related to these Terms, contact hello@cleveryak.com.