

## **TERMS AND CONDITIONS OF ACCESS**

### **Introduction**

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The registered address of the Company is, 16, Raffles Quay, # 33-03, Hong Leong Building, Singapore: 048581, having Company Reg. No: 201540461Z

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### **Defining Terms of Use**

1. Company or Operator refers to Company
2. 'Consultants' refers to Assessors, Auditors and Industry Expert.
3. 'Client' refers to Unilever PLC and its subsidiaries, associates and divisions in various countries.
4. 'User' refers to anyone who has logged into the website.
5. 'Candidate' refers to applicants of Accreditation services offered.

### **Restrictions on Use**

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- 4 User of the Site must not attempt to circumvent the security systems of the Site.
- 5 User of the Site must not attempt to gain unauthorized access to services, materials, other accounts, computer systems or networks connected to any Company server.
- 6 User of the Site must not attempt to use the Site for any purposes other than those intended by Company as determined by Company in its sole discretion.
- 7 User of the Site must not upload or submit any data or information that contains viruses or any other computer code, corrupt files or programs designed to interrupt, destroy or limit the functionality or disrupt any software, hardware, telecommunications, networks, servers or other equipment.
- 8 User of the Site must not engage in any activity that interferes with a user’s access to this Site or the proper operation of this Site. You also agree that, in using this Site, you will not impersonate any person or entity.
- 9 You are expressly prohibited from compiling and using other Users' personal information, including addresses, telephone numbers, fax numbers, email addresses or other contact information that may appear on the Website, for the purpose of creating or compiling marketing and/or mailing lists and from sending other Users unsolicited marketing materials, whether by facsimile, email, or other technological means.
- 10 You also are expressly prohibited from distributing Users' personal information to third-party parties for marketing purposes. Company shall deem the compiling of marketing and mailing lists using Users' personal information, the sending of unsolicited marketing materials to Users, or the distribution of Users' personal information to third parties for marketing purposes as a material breach of these Terms and Conditions of Use, and Konsumer Strategiez Pte Ltd reserve the right to terminate or suspend your access to and use of the Website and to suspend or revoke your membership in the consortium without refund of any membership dues paid.
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The Content and the functionality of the Site may be updated or changed at any time without prior notice. In addition, if Company becomes aware that you are copying, modifying or distributing the Content of the Site other than for the permitted uses of the Site, Company reserves the right to revoke your right to these permitted uses.

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If you work for a company or at a University, it’s likely that you’re not the copyright holder of anything you make, even in your free time. Before making contributions to this site, get written permission from your employer.

## **Use of Personally Identifiable Information**

Information submitted to the Website is governed according to Company’s current Privacy Policy and the stated license of this website.

You agree to provide true, accurate, current, and complete information when registering with the Website. It is your responsibility to maintain and promptly update this account information to keep it true, accurate, current, and complete. If you provides any information that is fraudulent, untrue, inaccurate, incomplete, or not current, or we have reasonable grounds to suspect that such information is fraudulent, untrue, inaccurate, incomplete, or not current, we reserve the right to suspend or terminate your account without notice and to refuse any and all current and future use of the Website.

Although sections of the Website may be viewed simply by visiting the Website, in order to access some Content and/or additional features offered at the Website, you may need to sign on as a guest or register as a member. If you create an account on the Website, you may be asked to supply your name, address, a User ID and password. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur in connection with your password or account. You agree to immediately notify us of any unauthorized use of either your password or account or any other breach of security. You further agree that you will not permit others, including those whose accounts have been terminated, to access the Website using your account or User ID. You grant Company and all other persons or entities involved in the operation of the Website the right to transmit, monitor, retrieve, store, and use your information in connection with the operation of the Website and in the provision of services to you. Company cannot and do not assume any responsibility or liability for any information you submit, or your or third parties’ use or misuse of information transmitted or received using website.

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Company may, but are not obligated to, monitor or review any areas on the Website where users transmit or post communications or communicate solely with each other, including but not limited to user forums and email lists, and the content of any such communications. Konsumer Strategiez Pte Ltd, however, will have no liability related to the content of any such communications, whether

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## **General**

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Nothing in these Terms and Conditions of Use is intended to nor shall it confer any benefit on a third party. You may not assign or transfer your rights under these Terms and Conditions of Use without our prior written permission.

Our failure at any time to enforce any right we may have does not result in waiver of such right.

If any of these Terms and Conditions of Use should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any country in which these terms of use are intended to be effective, then to the extent and within that jurisdiction in which that term of use is illegal, invalid or unenforceable, it shall be severed and deleted from these terms of use and the remaining terms of use shall survive and remain in full force and effect and continue to be binding and enforceable.

## **Force Majeure**

Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or manmade eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavors to comply with the terms and conditions of any Agreement contained herein.

## **Termination**

These Terms and Conditions of Use are effective until terminated by either party. If you no longer agree to be bound by these Terms and Conditions, you must cease use of the Website. If you are dissatisfied with the Website, their content, or any of these terms, conditions, and policies, your sole legal remedy is to discontinue using the Website. The Konsumer Strategiez Pte. Ltd reserve the right to terminate or suspend your access to and use of the Website, or parts of the Website, without notice, if we believe, in our sole discretion, that such use (i) is in violation of any applicable law; (ii) is harmful to our interests or the interests, including intellectual property or other rights, of another person or entity; or (iii) is guilty of abuse (iv) where Konsumer Strategiez Pte. Ltd have reason to believe that you are in violation of these Terms and Conditions of Use.

## **Waiver**

Failure of either Party to insist upon strict performance of any provision of this or any Agreement or the failure of either Party to exercise any right or remedy to which it, he or they are entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this or any Agreement. No waiver of any of the provisions of this or any Agreement shall be effective unless it is expressly stated to be such and signed by both Parties.

## **Governing Law**

You agree that your use of this Site, this Agreement and any disputes relating thereto shall be governed in all respects by the Laws of Singapore. All questions of construction, interpretation, validity and performance under these Terms and Conditions of Use including non-contractual disputes or claims shall be governed by Laws of Singapore and subject to the exclusive jurisdiction of the Singapore Courts.

## **Contact**

For further information on these Terms and Conditions of Use, please contact [vk.jayadev@konsumerstrategiez.com](mailto:vk.jayadev@konsumerstrategiez.com)



In addition to the terms above, the below terms shall apply in case you are using Unilever Gold Standard Accreditation Portal

## **ADDITIONAL TERMS & CONDITIONS FOR USERS OF UNILEVER'S GOLD STANDARD ACCREDITATION PORTAL**

The Company offers Gold Standard Accreditation to Qualitative Researchers on behalf of Unilever PLC by engaging the services of third party consultants. These third-party consultants, called Assessors, Auditors and Industry Expert in the Portal are tasked with various responsibilities. Any opinions, advice, services, statements, or other information made available via the website portal in connection with accreditation are of those third parties and not of us. Any legal dispute with regard to those statements will have to be directly settled between the candidate and the third parties engaged by the Company. The Company shall not be legally liable for the same. Any dispute regarding the Gold Standard Accreditation program will have to be settled directly with Unilever PLC and the Company shall not be liable for any costs, damages, claims or consequences related to this.

The candidate and the consultants engaged will take adequate care and agree to take responsibility and liability for any loss or damage caused or likely to be caused upon themselves and undertake to indemnify Company for the same.

### **Confidentiality**

Information provided by the candidates will be shared with Client Unilever PLC, its officers or specified third party consultants who have been assigned a role in the accreditation process by the company. If required by law the information may also be shared with government authorities. Candidates have the right to request for written communication regarding reasons for approval or rejection of their application once the accreditation process is completed and the final decision is communicated to them.

We will not sell, share, or rent your personal information to any third party not related to accreditation or use your e-mail address for unsolicited mail. The Company may however contact you in connection with delivery of other services provided by us. Kindly inform us in case you do not wish to be contacted regarding any other service provided by the company.

As and when there is a request from the Client, the Company reserves the right to access previously submitted documents including reports by Assessors, Auditors and Industry Expert and shares the same with the Client

You are solely responsible in all respects for all use of and for protecting the confidentiality of any access codes, username and password ('access credentials') that may be given to you or selected by you for use on our websites. You may not share these with or transfer them to any third party.

You must notify us immediately of any unauthorized use of your access credentials or any other breach of security regarding our websites that comes to your attention. Please email [admin@konsumerstrategieiz.com](mailto:admin@konsumerstrategieiz.com)

The proceedings of the accreditation process are confidential and the consultants or candidates shall not discuss the proceedings with any outsider.

## **TERMS AND CONDITIONS FOR CONSULTANTS**

### **Role of consultants**

The consultants are independent service providers who have been recommended by Unilever based on their stature and standing in the Market Research Industry.

All consultants agree to fulfill the tasks assigned to them in the portal for the purpose of completing the accreditation in a fair and impartial manner

Once a candidate is assigned, the consultants are bound to complete the entire process as the timelines envisaged in the accreditation workflow.

### **Payment for services rendered by Consultants**

It is the responsibility of the consultants engaged to provide valid invoices which are legally compliant as and when they are due as per the workflow. Company will make payment for all valid invoices received within 30 days of receipt of invoice.

Company cannot accept liability for a payment not reaching the correct account due to you providing an incorrect account number / Account holder's name and other incorrect details or for a payment not reaching the correct account or where payment is refused or declined by the bank. It is consultant's responsibility to ensure that the correct and complete bank and account details are provided to the Company.

Once the amount is remitted the Company will post remittance details on the website. In case of non-receipt of remittance, the same should be brought to the notice of the Company within 15 days.

The Company shall not be responsible for any delay that may occur in the banking channel prior to confirmation of receipt of the amount of fees paid.

The fee for Accreditation is fixed in advance based on recommendation from Unilever and the same shall be included into the fees and recovered from the candidate.

The fees fixed by Konsumer Strategiez based on the type of accreditation shall be final and non-negotiable.

### **The communication of outcome of Accreditation process to the candidate**

The outcome of the Accreditation process will be communicated only after the completion of the entire process as outlined in the workflow. No communication should be sent out to the candidate regarding the final outcome either out of turn or separately from the procedure laid out in the accreditation portal.

END of Terms and Conditions of access document.