

Terms and Conditions

These Terms and Conditions, as may be amended from time to time, apply to all our services directly or indirectly (through distributors) made available online, through any mobile device, by email or by telephone.

These pages, the content and infrastructure of these pages, and the online interaction service provided on these pages and through the website are owned, operated and provided by Shine Alliance LP, subject to the Terms and Conditions set out below.

1. Definitions

"AllinQuest," "us," "we" or "our" means Shine Alliance LP, a limited liability company incorporated under the laws of the Great Britain, and having its registered address at: Suit 2, 5 St Vincent street, Edinburg, EH3, 6SW, Scotland, UK.

"Platform" means the (mobile) website www.allinquest.com and app AllinQuest on which the Service is made available owned, controlled, managed, maintained and/or hosted by AllinQuest.

"Service" means the online interaction service between Suppliers and Customers.

"Supplier" means the company party, a representative of any business wishing to present their products or services on the Platform

"Customer" means an individual who acts by its actions to recommend the Supplier's products and / or services to third parties and receives compensation from the Supplier for these actions

2. Parts of this Agreement

This Agreement consists of the following terms and conditions (hereinafter the "General Terms") and terms and conditions, if any, specific to use of individual Services (hereinafter the "Service Specific Terms"). The General Terms and Service Specific Terms are collectively referred to as the "Terms". In the event of a conflict between the General Terms and Service Specific Terms, the Service Specific Terms shall prevail. Any Specific Terms (not required, only if applicable) are available at supplier's personal cabinet

3. Acceptance of the Terms

You must be of legal age to enter into a binding agreement in order to accept the Terms. If you do not agree to the General Terms, do not use any of our Services. If you agree to the General Terms and do not agree to any Service Specific Terms, do not use the corresponding Service. You can accept the Terms by checking a checkbox or clicking on a button indicating your acceptance of the terms or by actually using the Services.

4. Description of Service

Through the Platform, we (Shine Alliance LP and its affiliate (distribution) partners) provide an online platform for online collaboration and management including: customer relationship management application and project management application ("Service" or "Services"). You can share all information about your company to you customers, collect and reply to any feedback from customers, sell your products and services, create special offers, reward your customers for the new customers engagement, send push notifications and use questionnaire service. You may use the Services for your personal and business use or for internal business purpose in the organization that you represent. You may connect to the Services using any Internet browser supported by the Services. You are responsible for obtaining access to the Internet and the equipment necessary to use the Services. You can create and edit content with your user account and if you choose to do so, you can publish and share such content.

5. Subscription to Beta Service

We may offer certain Services as closed or open beta services ("Beta Service" or "Beta Services") for the purpose of testing and evaluation. You agree that we have the sole authority and discretion to determine the period of time for testing and evaluation of Beta Services. We will be the sole judge of the success of such testing and the decision, if any, to offer the Beta Services as commercial services. You will be under no obligation to acquire a subscription to use any paid Service as a result of your subscription to any Beta Service. We reserve the right to fully or partially discontinue, at any time and from time to time, temporarily or permanently, any of the Beta Services with or without notice to you. You agree that AllinQuest will not be liable to you or to any third party for any harm related to, arising out of, or caused by the modification, suspension or discontinuance of any of the Beta Services for any reason.

6. Modification of Terms of Service

AllinQuest may change this Terms from time to time without prior notice. You can review the most current version of this Terms at any time at <http://www.allinquest.com/terms-of-service/>. The revised terms and conditions will become effective upon posting and if You use the

Service after that date, we will treat Your use as acceptance of the revised terms and conditions. If any change to this Terms is not acceptable to You, Your only remedy is to stop accessing and using the Service.

7. User Sign up Obligations

You need to sign up for a user account by providing all required information in order to access or use the Services. If you represent an organization and wish to use the Services for corporate internal use, we recommend that you, and all other users from your organization, sign up for user accounts by providing your corporate contact information. In particular, we recommend that you use your corporate email address. You agree to: a) provide true, accurate, current and complete information about yourself as prompted by the sign up process; and b) maintain and promptly update the information provided during sign up to keep it true, accurate, current, and complete. If you provide any information that is untrue, inaccurate, outdated, or incomplete, or if AllinQuest has reasonable grounds to suspect that such information is untrue, inaccurate, outdated, or incomplete, AllinQuest may terminate your user account and refuse current or future use of any or all of the Services.

8. Organization Accounts and Administrators

When you sign up for an account for your organization you may specify one or more administrators. The administrators will have the right to configure the Services based on your requirements and manage end users in your organization account. If your organization account is created and configured on your behalf by a third party, it is likely that such third party has assumed administrator role for your organization. Make sure that you enter into a suitable agreement with such third party specifying such party's roles and restrictions as an administrator of your organization account.

You are responsible for i) ensuring confidentiality of your organization account password, ii) appointing competent individuals as administrators for managing your organization account, and iii) ensuring that all activities that occur in connection with your organization account comply with this Agreement. You understand that AllinQuest is not responsible for account administration and internal management of the Services for you.

You are responsible for taking necessary steps for ensuring that your organization does not lose control of the administrator accounts. You may specify a process to be followed for recovering control in the event of such loss of control of the administrator accounts by sending an email to legal@AllinQuest.com, provided that the process is acceptable to AllinQuest. In the absence of any specified administrator account recovery process, AllinQuest may provide control of an administrator account to an individual providing proof satisfactory to AllinQuest

demonstrating authorization to act on behalf of the organization. You agree not to hold AllinQuest liable for the consequences of any action taken by AllinQuest in good faith in this regard.

9. Personal Information and Privacy

Personal information you provide to AllinQuest through the Service is governed by AllinQuest Privacy Policy. Your election to use the Service indicates your acceptance of the terms of the AllinQuest Privacy Policy. You are responsible for maintaining confidentiality of your username, password and other sensitive information. You are responsible for all activities that occur in your user account and you agree to inform us immediately of any unauthorized use of your user account by email to accounts@AllinQuest.com or by calling us. We are not responsible for any loss or damage to you or to any third party incurred as a result of any unauthorized access and/or use of your user account, or otherwise.

10. Communications from AllinQuest

The Service may include certain communications from AllinQuest, such as service announcements, administrative messages and newsletters. You understand that these communications shall be considered part of using the Services. As part of our policy to provide you total privacy, we also provide you the option of opting out from receiving newsletters from us. However, you will not be able to opt-out from receiving service announcements and administrative messages.

11. Complaints

If we receive a complaint from any person against you with respect to your activities as part of use of the Services, we will forward the complaint to the primary email address of your user account. You must respond to the complainant directly within 5 days of receiving the complaint forwarded by us and copy AllinQuest in the communication. If you do not respond to the complainant within 5 days from the date of our email to you, we may disclose your name and contact information to the complainant for enabling the complainant to take legal action against you. You understand that your failure to respond to the forwarded complaint within the 5 days' time limit will be construed as your consent to disclosure of your name and contact information by AllinQuest to the complainant.

12. Fees and Payments

The Services are available under subscription plans of various durations. Payments for subscription plans of duration of less than a year can be made by bank transfer or Credit Card. Your subscription can be automatically renewed at the end of each subscription period unless you downgrade your paid subscription plan to a free plan or inform us that you do not wish to renew the subscription. At the time of automatic

renewal, the subscription fee will be charged to the Credit Card last used by you. We provide you the option of changing the details if you would like the payment for the renewal to be made through a different Credit Card. If you do not wish to renew the subscription, you must inform us at least seven days prior to the renewal date. If you have not downgraded to a free plan and if you have not informed us that you do not wish to renew the subscription, you will be presumed to have authorized AllinQuest to charge the subscription fee to the Credit Card last used by you. Please [click here](#) to know about our Refund Policy.

At the first month, full version of the Platform is available for free. From second month, you should pay for subscription to use full version. If you want to use it for free from second month, it is available to use only limited version of the Platform (no special offers, no feedback manager, no referral platform)

From time to time, we may change the price of any Service or charge for use of Services. Any increase in charges will not apply until the expiry of your then current billing cycle. You will not be charged for using any Service unless you have opted for a paid subscription plan.

13. AllinQuest's Customer Satisfaction Policy

At AllinQuest we strive to create quality software that you enjoy using for your business or professional life. You have a number of choices and we appreciate you giving us your business. Thank You. We have created this policy that details what we will do should we fail to meet your expectations.

Monthly Subscriptions. If at any time during your first month using our service you are dissatisfied, please contact us. We will do our best to address your issue, provide a work around or give a timeline for a solution that will meet your needs. If you are not satisfied, we will gladly offer you a FULL REFUND for your purchase, and downgrade your account to the free plan for that service.

Annual Subscriptions. AllinQuest doesn't force you into an annual subscription as a condition to use our services. We prefer to give you the flexibility to choose. In exchange for you signing up for an annual up-front commitment, we offer you a significant discount over the already-low monthly subscription cost. If at any time during your first 45 days using our service you are dissatisfied, please contact us. We will do our best to address your issue, provide a work around or give a timeline for a solution that will meet your needs. If you are not satisfied, we will gladly offer you a FULL REFUND for your purchase, and downgrade your account to the free plan.

We want you to be happy with our service throughout your entire contract, not only the first 30 days (in case of monthly subscription) and the first 45 days (in case of annual subscription). So we go beyond that. If at any time during your contract we remove, break or discontinue functionality that was available at the time you signed up for your contract, we ask you to notify us immediately. If we fail to address it on a timely manner to your entire satisfaction, we will offer you a PRO-RATED REFUND for the remainder of your contract.

Auto-Renewal. For your convenience, your monthly and yearly subscriptions will auto-renew until you cancel the service. Every time before your subscription auto-renews, we will send a mail specifying the amount that will be charged to your credit card. Similarly, after each renewal we will send you a receipt via e-mail specifying the amount that has been deducted together with the next renewal date and the next renewal amount.

We know that sometimes customers forget to cancel an account they no longer want until it is has already been charged. That's why you can cancel your monthly/annual subscription even five business days after your renewal date, and we will still process your cancellation and give you a FULL REFUND.

For questions, please e-mail payments@allinquest.com

Exception to our Refund Policy

Please note that we will not entertain a request for refund (FULL or PRO-RATED) when we have suspended or terminated your access to AllinQuest due to a violation of our Terms of Service.

14. Restrictions on Use

In addition to all other terms and conditions of this Agreement, you shall not: (i) transfer the Services or otherwise make it available to any third party; (ii) use the third party links to sites without agreeing to their website terms & conditions; (iii) post links to third party sites or use their logo, company name, etc. without their prior written permission; (iv) publish any personal or confidential information belonging to any person or entity without obtaining consent from such person or entity; (v) use the Services in any manner that could damage, disable, overburden, impair or harm any server, network, computer system, resource of AllinQuest; (vi) violate any applicable local, state, national or international law; and (vii) create a false identity to mislead any person as to the identity or origin of any communication.

15. Spamming and Illegal Activities

You agree to be solely responsible for the contents of your transmissions through the Services. You agree not to use the Services for illegal purposes or for the transmission of material that is unlawful, defamatory, harassing, libelous, invasive of another's privacy, abusive, threatening, harmful, vulgar, pornographic, obscene, or is otherwise objectionable, offends religious sentiments, promotes racism, contains viruses or malicious code, or that which infringes or may infringe intellectual property or other rights of another. You agree not to use the Services for the transmission of "junk mail", "spam", "chain letters", "phishing" or unsolicited mass distribution of email. We reserve the right

to terminate your access to the Services if there are reasonable grounds to believe that you have used the Services for any illegal or unauthorized activity.

16. Inactive User Accounts Policy

We reserve the right to terminate unpaid user accounts that are inactive for a continuous period of 120 days. In the event of such termination, all data associated with such user account will be deleted. We will provide you prior notice of such termination and option to back-up your data. The data deletion policy may be implemented with respect to any or all of the Services. Each Service will be considered an independent and separate service for the purpose of calculating the period of inactivity. In other words, activity in one of the Services is not sufficient to keep your user account in another Service active. In case of accounts with more than one user, if at least one of the users is active, the account will not be considered inactive.

17. Data Ownership

We respect your right to ownership of content created or stored by you. By uploading photos/images onto our system (for instance in addition to a review) you certify, warrant and agree that you own the copyright to the photos/images and that you agree that AllinQuest may use the uploaded photos/images on its (mobile) website and app, and in (online/offline) promotional materials and publications and as AllinQuest at its discretion sees fit. You are granting AllinQuest a non-exclusive, worldwide, irrevocable, unconditional, perpetual right and license to use, reproduce, display, have reproduced, distribute, sublicense, communicate and make available the photos/images as AllinQuest at its discretion sees fit. By uploading these photos/images the person uploading the picture(s) accepts full legal and moral responsibility of any and all legal claims that are made by any third parties (including, but not limited to, Suppliers) due to AllinQuest publishing and using these photos/images. AllinQuest does not own or endorse the photos/images that are uploaded. The truthfulness, validity and right to use of all photos/images is assumed by the person who uploaded the photo, and is not the responsibility of AllinQuest. AllinQuest disclaims all responsibility and liability for the pictures posted. The person who uploaded the photo warrants that the photos/images shall not contain any viruses, Trojan horses or infected files and shall not contain any pornographic, illegal, obscene, insulting, objectionable or inappropriate material and does not infringe any third party (intellectual property right, copyright or privacy) rights. Any photo/image that does not meet the aforesaid criteria will not be posted and/or can be removed/deleted by AllinQuest at any time and without prior notice.

18. User Generated Content

You may transmit or publish content created by you using any of the Services or otherwise. However, you shall be solely responsible for such content and the consequences of its transmission or publication. Any content made public will be publicly accessible through the internet

and may be crawled and indexed by search engines. You are responsible for ensuring that you do not accidentally make any private content publicly available. Any content that you may receive from other users of the Services, is provided to you AS IS for your information and personal use only and you agree not to use, copy, reproduce, distribute, transmit, broadcast, display, sell, license or otherwise exploit such content for any purpose, without the express written consent of the person who owns the rights to such content. In the course of using any of the Services, if you come across any content with copyright notice(s) or any copy protection feature(s), you agree not to remove such copyright notice(s) or disable such copy protection feature(s) as the case may be. By making any copyrighted/copyrightable content available on any of the Services you affirm that you have the consent, authorization or permission, as the case may be from every person who may claim any rights in such content to make such content available in such manner. Further, by making any content available in the manner aforementioned, you expressly agree that AllinQuest will have the right to block access to or remove such content made available by you if AllinQuest receives complaints concerning any illegality or infringement of third party rights in such content. By using any of the Services and transmitting or publishing any content using such Service, you expressly consent to determination of questions of illegality or infringement of third party rights in such content by the agent designated by AllinQuest for this purpose.

19. Sample files and Applications

AllinQuest may provide sample files and applications for the purpose of demonstrating the possibility of using the Services effectively for specific purposes. The information contained in any such sample files and applications consists of random data. AllinQuest makes no warranty, either express or implied, as to the accuracy, usefulness, completeness or reliability of the information or the sample files and applications.

20. Trademark

AllinQuest, AllinQuest logo, the names of individual Services and their logos are trademarks of Shine Alliance LP. You agree not to display or use, in any manner, the AllinQuest trademarks, without AllinQuest's prior permission.

21. Disclaimer of Warranties

You expressly understand and agree that the use of the services is at your sole risk. The services are provided on an as-is-and-as-available basis. AllinQuest expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. AllinQuest makes no warranty that the services will be uninterrupted, timely, secure, or error free. Use of any material downloaded or obtained through the use of the services shall be at your own discretion and risk and you will be solely responsible for any damage to your computer system, mobile telephone, wireless device or data that results from

the use of the services or the download of any such material. No advice or information, whether written or oral, obtained by you from AllinQuest, its employees or representatives shall create any warranty not expressly stated in the terms.

22. Limitation of Liability

You agree that AllinQuest shall, in no event, be liable for any consequential, incidental, indirect, special, punitive, or other loss or damage whatsoever or for loss of business profits, business interruption, computer failure, loss of business information, or other loss arising out of or caused by your use of or inability to use the service, even if AllinQuest has been advised of the possibility of such damage. In no event shall AllinQuest's entire liability to you in respect of any service, whether direct or indirect, exceed the fees paid by you towards such service.

23. Indemnification

You agree to indemnify and hold harmless AllinQuest, its officers, directors, employees, suppliers, and affiliates, from and against any losses, damages, fines and expenses (including attorney's fees and costs) arising out of or relating to any claims that you have used the Services in violation of another party's rights, in violation of any law, in violations of any provisions of the Terms, or any other claim related to your use of the Services, except where such use is authorized by AllinQuest.

24. Arbitration

Any controversy or claim arising out of or relating to the Terms shall be settled by binding arbitration in accordance with the commercial arbitration rules of the Great Britain Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The decision of the arbitrator shall be final and unappealable. The arbitration shall be conducted in Great Britain and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Notwithstanding anything to the contrary, AllinQuest may at any time seek injunctions or other forms of equitable relief from any court of competent jurisdiction.

25. Suspension and Termination

We may suspend your user account or temporarily disable access to whole or part of any Service in the event of any suspected illegal activity, extended periods of inactivity or requests by law enforcement or other government agencies. Objections to suspension or disabling of user accounts should be made to legal@AllinQuest.com within thirty days of being notified about the suspension. We may terminate a suspended or disabled user account after thirty days. We will also terminate your user account on your request.

In addition, we reserve the right to terminate your user account and deny the Services upon reasonable belief that you have violated the Terms and to terminate your access to any Beta Service in case of unexpected technical issues or discontinuation of the Beta Service. You have the right to terminate your user account if AllinQuest breaches its obligations under these Terms and in such event, you will be entitled to prorated refund of any prepaid fees. Termination of user account will include denial of access to all Services, deletion of information in your user account such as your email address and password and deletion of all data in your user account.

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