

# Terms of Use

Welcome to Innov8 Agency. The terms of services mentioned below govern the use of the platform as provided by Innov8 Agency

The terms 'we', 'us', and 'our' used in the following document refer to Innov8 Agency, and the terms 'you' or 'your' refer to users accessing and/or using the platform.

The following 'Terms of Services' have been updated as of 01 March 2023, and users are requested to return to this page periodically to read the most recent 'Term and conditions.' We hold the right, at our sole discretion, to update and modify these 'Terms' as we see fit and continued use of the platform following any changes to the 'Terms of Services' implies that you accept and are willing to comply with such changes.

Before using our services, ensure that you read the specified 'terms and conditions' carefully. It is a legal contract concerning your use of Innov8 Agency website and services. By accessing Innov8 Agency, browsing our website, registering on Innov8 Agency, contributing to our platform, accessing information via our platform, writing reviews for our platform, participating in surveys, or communicating via email or phone, you (collectively you or yours) consent to be bound by these terms. If you do not agree with these terms, you must discontinue using this site.

## Eligibility

Users must be 18 years of age or older in order to use Innov8 Agency and its affiliated platforms and services. This includes registering for an account, accessing our services, writing and sharing reviews, and using our website.

## User Accounts

As part of using our services, users have the option of creating a Innov8 Agency account. When doing so, users are fully responsible for providing and maintaining accurate, current, and complete information concerning themselves and the company they are associated with (if applicable.)

We reserve the right, in our sole discretion, to terminate or suspend your account if the information provided by you, under reasonable grounds, appears incomplete, inaccurate, or inappropriate to us.

Users are responsible for the security and confidentiality of their personal and account information, including but not limited to your login-id and password. We aren't responsible or liable for any misuse and damage caused by a failure to comply with this section.

We collect, store, and process your information in accordance with our Privacy Policy.

## **User Content**

### **Submitting User Content**

As part of using our website, users must acknowledge that they are solely responsible for all types of user-generated content, including but not limited to reviews, comments, company profiles, and messages. No form of user-generated content, irrespective of how it is 'produced' or 'submitted' to Innov8 Agency, is exempt from this section.

Users are only expected to submit accurate and up-to-date content and will be held solely liable for any damage or issues arising from false, incomplete, misleading, or defamatory information submitted on our platform. You agree to indemnify, defend and hold Innov8 Agency harmless against any claims arising from user-generated content submitted by you.

We hold the right to distribute, edit, or reject any user-generated content across our website and other affiliated channels as we see fit. We hold the right to edit, rephrase, or change, information provided by users when submitting user reviews for the sake of better clarity, readability and presentability. Our right to edit reviews doesn't exempt users from their liability of providing accurate and quality information when submitting user reviews. We aren't obliged to store or provide you with copies of your content.

When submitting user content, you agree to be bound by our community and review guidelines as mentioned on this page and acknowledge that any violation of these terms or the general 'terms and conditions' gives us the right to modify or delete any content submitted by users as per our discretion.

### **Using User Submitted Content**

You acknowledge that we do not verify or authorize any user content, and the responsible use of the same depends solely on you. You must evaluate any user content published on our site yourself and bear the risks associated with using it.

Reference to any products or services, either by trade name, trademark, supplier, manufacturer, or otherwise, does not imply any endorsement or recommendation by Innov8 Agency. User content like reviews and website content like rankings are largely based on third-party opinions, and Innov8 agency makes no assurances of their quality, accuracy, or reliability. By using our services, you may be exposed to user content that can potentially be offensive, inaccurate, and objectionable, and cannot hold innov8 agency liable for it.

## **Innov8 Agency License to User Content**

When content is submitted on or via using our services, you grant us an irrevocable, perpetual, worldwide, non-exclusive, royalty-free, transferable license to, in whole or in part, use, reproduce, modify, reformat, adapt, translate, distribute, publish, create derivative works from or publicly display user content on any existing or hereafter devised platform for whatever purpose and application that we may see fit. We may also publicly showcase advertisements and other information alongside or included within user content. Users aren't entitled to any type of compensation for such advertisements, and the mode and extent of these advertisements may change at any time without any notice to you.

## **Using our Website/Service**

As users of our website/services, you agree to comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, tax laws, and regulations. You agree to ensure that all user content you make available on our website, regardless of the mode of submissions, including without limitation reviews, company details, trademarks, logos, images and videos are true, accurate, and free of third-party encumbrances. You also agree to comply with all notices sent by Innov8 Agency concerning your use of our services.

Our website allows you to browse and share data related to various technology products and service providers, as well as the opportunity to create reviews and related information for the same. We, as service providers, aren't responsible for your usage of our service. We try our best to verify the identities of reviewers, but the contents of the reviews are solely third-party opinions that we can't be held liable for. We also aren't liable for or are a participant in any engagements between vendors or service providers. Vendors and users, as connected by our service, must communicate with each other at their own risk recognizing Innov8 Agency as an unrelated third party.

## **FeedBack**

Any and all of your feedback about our services and platform, including but not limited to any corrections, updates or suggestions will be the property of Innov8 Agency, and you hereby assign any rights in such feedback to Innov8 Agency, without entailing any payments or compensations to you.

## **Prohibited Activities**

In using our services, you agree not to, nor to encourage any third party to:

- Transmit, submit, email, or otherwise make available any content that:
  - Is illegal, unlawful, objectionable, libelous, false, abusive or discriminatory.
  - Includes information that you do not have the right to make legally available under contractual and trust relationships or any other conditions.

- Infringes upon any intellectual, proprietary or privacy rights, including but not limited to patents, trademarks, copyrights, publicity rights, and more.
- Includes or resembles unauthorized or unsolicited advertising, spam, junk mail, or chain letters.
- Contains software viruses, worms, or any computer code that could interfere with or harm any computer hardware or software, or telecom equipment of Innov8 Agency or any of its users.
- Violate our content guidelines by:
  - Duplicate, rebrand, license, sublicense, transmit, broadcast, display, or sell information (excluding user content submitted by you) found on Innov8 Agency.
  - Use, share, repurpose, redistribute, utilize, copy, or adapt any content, data or information you view on Innov8 Agency, to provide any service that is competitive, in our sole discretion, with Innov8 Agency.
  - Modify or remove any trademark or copyright material that appears on the service.
  - Provide or receive compensation for writing or removing reviews or other user-submitted content, except for incentivized reviews that comply with our guidelines.
  - Post reviews on products/services that are offered by your current employers or on services/products by direct competitors of your employers or any other product/service having a conflict of interest with you.
- Violate our Security Guidelines by:
  - Download, copy, collect, use or transfer any information, including but not limited to personal information of users obtained from Innov8 Agency, unless as explicitly permitted in the 'terms of services' or by Innov8 Agency.
  - Overriding or attempting to disturb Innov8 Agency underlying security structures or performing actions that directly or indirectly disturb the working of our infrastructure.
  - Use software, devices, robots, scripts, or other means to scrape, crawl, or index any web page or other portion of our service.
  - Engaging in replicating, mirroring, or simulating the appearance of, or trying to impersonate Innov8 Agency or any of its services.
  - Attempt to gain unauthorized access to Innov8 Agency services, user accounts, stored data or information or Innov8 Agency network or system via hacking or other means.
- Harm, threaten, harass, abuse or try to offend others or log in with an alias that masks your true identity.
- Download, Save, record, process, transfer or broadcast data from other users.

## **Sponsorships and Incentivised Reviews**

Purchasing a sponsorship on our platform allows you to boost visibility and improve your brand's outreach. When users reach a directory page, sponsored companies are listed on top by default, designated by a sponsored tag. A sponsorship does not affect your ranking or position on our Leader's Matrix, nor does it guarantee any amount of traffic, leads, business, or sales. Sponsorships only affect your position on our company listings.