

Terms and Conditions

The following are terms and conditions by which you may use or otherwise access the websites of For Your Thoughts, LLC ("Company") at www.for-your-thoughts.com, www.survey-safari.com and the apps Survey Safari and Simpl Surveys, (collectively, the "Site"). By visiting the Site, you consent and agree to be bound by these Terms of Use as may be amended from time to time ("Terms"). If you do not agree with the Terms, please do not visit, use or otherwise access the Site or the services provided by the Company ("Service"). The Company may modify, amend, or otherwise alter the Terms at any time by posting such changes to the Site. You further agree to the Company's collection, use and disclosure practices, and other activities as described in Company's Privacy Policy www.foryourthoughts.com/privacy-policy. Your continued use of the Site and/or the Service will constitute your acceptance of and agreement to the Terms and Privacy Policy, as amended from time to time. If you disagree with the Terms, you should not continue to use the Site and the Service.

The Company is a consumer insights platform where users can make money by taking online surveys sourced from third parties (i.e., third party survey providers).

As part of the Service, you may be able to receive payment for participating in surveys conducted by third parties. We are not responsible with respect to them or the actions of our third-party survey providers. For further information on third party services and third-party survey providers, please see Section 'Third Party Sites below'.

Surveys

Upon creation of an account with Company, you create a profile based upon the information you provide to Company through the Site. The Company provides you (a user) with a selection of surveys that you may voluntarily take. The surveys are provided by third-party survey providers and the Company is not responsible for the contents of the survey or if you are able to successfully complete a survey. Each survey is provided by a third-party survey provider and subject to such third parties' terms of service and privacy policies and the Company encourages you to review each such terms and policies before utilizing the third-party survey provider's services. Be aware that a third-party survey provider may terminate your access to a survey for any reason whatsoever prior to its successful completion. If you are unable to successfully complete a survey for any reason whatsoever, you are not eligible for compensation and the Company is not responsible or liable for any surveys that are prematurely terminated.

Account Maintenance & Rewards Program

Rewards Programs

The Company may offer one or more rewards programs (“Rewards Programs”) under which you may have the opportunity to earn rewards in exchange for your completion of surveys offered through the Site and Service (the “Rewards”). You may be required to establish an Account with the Company in order to collect, maintain and redeem Rewards. You are solely responsible for maintaining the security of your password to access your Account. The Company may limit, suspend or terminate your ability to participate in a Rewards Program in its sole and absolute discretion, and may void any rewards, or potential rewards you may have earned or accumulated in a Rewards Program, if we determine in our sole discretion that you have not complied with these Terms or any additional terms applicable to such participation or any particular Rewards Program.

The Company shall have authority to make all final and binding decisions relating to the Rewards Programs and your right to any rewards offered in connection with a Rewards Program. The Company always retains the right to change, suspend, or cancel all or a portion of a Rewards Program, including any rewards you may have accrued, at any time without prior notice to you. The Company will have sole authority to establish the rules, requirements and regulations relating to your ability to earn rewards through a Rewards Program. The Company may require that in order to redeem rewards you may have to establish an account with a third-party provider, such as PayPal. Once rewards are transferred to such third-party provider, Company shall be relieved of any future obligation or liability related thereto.

Redeeming Rewards

The redemption of any Rewards shall always remain subject to these Terms, as may be updated at any time by the Company. If you request to redeem Rewards and the requested redemption is no longer available, the Company may substitute another Reward of similar value, which determination will be at the Company’s sole discretion. All redemptions of Rewards are final.

Rewards Nontransferable

All Rewards are non transferable and are void if a transfer is attempted.

Inactive Accounts

Any Account that has not been logged into and surveys attempted for a period of ninety (90) days shall be determined to be inactive and may be closed. All unredeemed Rewards will be forfeited and the Reward balance will return to zero. You may request that your account be reactivated; however, it will be in the Company’s sole discretion if any closed account is reopened.

Rewards Expiration

Any Rewards that have not been redeemed for one (1) year from the time such Rewards were earned may be deemed expired and removed from your account. We may modify our reward expiration rules and policies for any rewards in our Rewards Programs from time to time, and if your rewards expire pursuant to such then-current rules or policies, we may remove such rewards from your Account, without any compensation or further obligation to you regarding the expired points.

Taxation

The Company makes no representations relating to the tax treatment of any Rewards. You acknowledge and agree that you are solely responsible to seek the advice of a tax expert to answer any questions relating to the tax treatment of the Rewards. You agree to provide any information needed by the Company in order to comply with applicable tax laws prior to any reward redemption.

Terms

You Must Be Over The Age of Thirteen (13) To Access The Website in compliance with the Children's Online Privacy Protection Act. You must be over the age of eighteen (18) to create an account, participate in any third party surveys, or otherwise utilize the Company's services. The Site (and links that may be available through the Site), are not intended for persons under the age of eighteen (18). We do not knowingly collect information from such persons.

Consequences For Violation of Company Terms

The Company reserves the right to deactivate accounts, cancel surveys, suspend or otherwise refuse to issue rewards, revoke payments, and/or refuse to accept requests for surveys or payment if you violate the Terms or for any other reason, as solely determined by the Company.

Intellectual Property

The entire contents of the Site, including but not limited to, images, designs, information, text, names, likenesses, graphics, formats, code and software, technical drawings, sketches, configurations, audio and video files, links, interactive features and other material and files, excluding any contents or features on the Site from third parties, used on or incorporated into the Site or with the Service, and the selection, arrangement and/or integration of all such contents and its software are owned by the Company or the Company is authorized to use such contents on the Site and in the Service. These contents are protected by various intellectual property protections and regulations, including trademark, copyright, and trade dress or used under license or otherwise.

You may not reproduce, use, copy, distribute, download, modify, license, sell, crop, re-size, remove, delete, deactivate, transmit, create derivative works of, display,

disseminate, cache, rearrange, alter, adapt, or in any way exploit or make commercial use of any material obtained through the Site, including, without limitation, the intellectual property, in whole or in part, directly or indirectly, without the prior written consent of the Company, except as expressly permitted herein. You agree not to infringe upon the Company's intellectual property rights in any manner.

Modifications to Service/Website

The Company reserves the right at any time, in its sole discretion, to modify or discontinue the Site and the Service provided (or any part thereof). The Company shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Site or the Service.

Third Party Sites

The Site may provide links to third-party websites, including advertisers and third-party survey providers. Your interaction with any links or third-party websites found on or through the Site, including through promotions, are at your own risk and you, solely, are subject to any third-party terms or policies. You should be familiar with the applicable terms and privacy policies of any website you may access in connection with the Site. Company is not liable for any content, materials, advertising, products, malware, promotions or any other services you may access by any link or third-party website found on or through the Site or the Service.

Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SITE AND THE SERVICE ARE AT YOUR SOLE RISK. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. COMPANY MAKES NO WARRANTY THAT (i) THE SITE OR THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SITE OR THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE SITE OR THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL ACCESSED OR OBTAINED BY YOU THROUGH THE SITE, OR THE SERVICE, WILL MEET YOUR EXPECTATIONS. NO INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COMPANY OR THROUGH THE SITE OR THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF ANY FUNDS, TANGIBLE OR INTANGIBLE, LOSS OF PROFITS, GOODWILL, USE, DATA OR ANY OTHER LOSSES RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SITE OR THE SERVICE (ii) THE USE OR PARTICIPATION IN ANY THIRD PARTY PRODUCT, SURVEY, OR SERVICE OR OTHER WEBSITES (iii) STATEMENTS OR CONDUCT OF ANY THIRD PARTY

YOU MAY ACCESS THROUGH THE SITE OR THE SERVICE OR (iv) ANY OTHER MATTER RELATING TO THE SITE.

Indemnity

You agree to release, indemnify, defend, and hold Company and its subsidiaries, affiliates, agents, vendors, officers, assigns, partners, employees, and independent contractors, harmless from and against any and all claims actions or demands, liabilities, losses, expenses, damages and costs, including without limitation reasonable legal and accounting fees, in any way arising from, related to or in connection with your use of the Site or the Service, your violation of the Terms or the posting or transmission of any materials on or through the Site by you, including, but not limited to, any third party claim that any information or materials you provide infringes any third party proprietary right.

Restrictions On Use

Except as expressly permitted, you agree not to use the Site or the Service for sale, trade or other commercial purposes, and, you may not modify, copy, publish, display, transmit, adapt or in any way exploit the items contained on or accessed through the Site.

You represent, warrant and agree not to use the Site or the Service to provide information which is incomplete, false, inaccurate and not your own; engage in criminal activity or otherwise give rise to conduct that may violate any and all applicable law or fail to comply with accepted internet protocol; attempt to interfere in any way with the Site or the Site's security or to use the Service to gain unauthorized access to any computer or other system; distribute, house, process, store or otherwise handle any content or material that may create a risk of any loss or damage to any person or property, or that Company deems, in our sole discretion, to be objectionable whether or not such material is unlawful;

- permit or otherwise enable unauthorized users to access and/or use the Service;
- use the Service to export software or data in violation of applicable laws or regulations;
- sell, copy, duplicate, rent, lease, loan, distribute, transfer, or sublicense the Service, or otherwise permit any third party to use or have access to the Service for any purpose (except as expressly permitted by us in writing) or decompile, reverse engineer, disassemble, modify, create a derivative work of, display in human readable form, attempt to discover any source code, or otherwise use any software that enables or comprises any part of the Service
- remove any copyright, trademark, patent or other proprietary notices from the Service or any Content on the Service;
- distribute, publish, exhibit, or otherwise use the Service, in any manner and for any purpose not expressly permitted under this Agreement;

- exploit the Service or collect any data incorporated in the Service in any automated manner through the use of bots, metaspiders, crawlers or any other automated means;
- register as a user of the Service by providing false, inaccurate, or misleading information
- impersonate any person or entity, including, without limitation, an employee of ours, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- collect personally identifiable information about other users of the Service for commercial or any other purposes;
- attempt to gain unauthorized access to Company's computer systems or engage in any activity that disrupts, diminishes the quality of, probes for vulnerability, interferes with the performance of, or impairs the functionality of, the Service (or the servers and networks which are connected to the Service);
- create or attempt to create multiple user accounts;
- access or use the Service if you have been previously removed from the Service by us or
- use the Service for any commercial purpose or for the benefit of any third party, except as otherwise explicitly permitted to you by Company.

International Users

You acknowledge and agree that the Site and the Service are controlled, operated, and administered by the Company from its offices within the United States of America. The Company makes no representation that the Site or the Service are appropriate for use at locations outside of the United States or that the access to or use of the Site or the Service does not violate any law where you are located. If you access the Site or the Service from a location outside of the United States, you are solely responsible for ensuring that your use is in full compliance with all local laws.

Accessibility

The Company is committed to making the Site and Service accessible and user friendly to everyone. If you are vision-impaired or have any impairment covered by the Americans with Disabilities Act or a similar law, and you wish to discuss potential accommodations related to using this website, please contact us at penny@survey-safari.com. If you are having difficulty viewing or navigating the content on the Site or the Service, or notice any content, feature, or functionality that you believe is not fully accessible to people with disabilities, please email our team at penny@survey-safari.com with "Disabled Access" in the subject line and provide a description of the specific feature you feel is not fully accessible or a suggestion for improvement. We take your feedback seriously and will consider it as we evaluate ways to accommodate all of our customers and our overall accessibility policies.

General Information

FOR YOUR THOUGHTS, LLC

23679 Calabasas Road #424, Calabasas CA 91302
support@for-your-thoughts.com

The Terms and the Privacy Policy constitute the entire agreement between you and Company, superseding any other agreements or understandings between you and Company. If any provision of the Terms is held to be unlawful, void or for any reason unenforceable, then such provision shall be deemed severable from the Terms and shall not affect the validity and enforceability of any remaining provisions. You agree that the Terms and all incorporated agreements may be assigned by the Company, in its sole discretion, to a third party.

The Terms and the relationship between you and Company shall be governed by the laws of the California without regard to its conflicts of laws rules, and you irrevocably consent, in connection with any action to enforce the Terms or arising out of your use of the Site or the Service, to submit to the exclusive jurisdiction of the federal and state courts located in California. No action arising out of your use of the Site or the Service, regardless of form, may be brought by a user more than one (1) year after the cause of action has arisen.

Contact Us

If you have any questions about this Privacy Policy, please feel free to contact us by sending an email to support@for-your-thoughts.com

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