

SURVEYPAL - TERMS OF SERVICE

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AGREEMENT BETWEEN SURVEYPAL AND CUSTOMER

This agreement is between Surveypal Inc. (“Surveypal”) and the customer. This agreement is required for the Customer to use the Surveypal software or any related services and materials (the “Surveypal software”). please read these terms of service (the “agreement”) carefully before using the services offered by surveypal. your use of the services is expressly conditioned upon your assent to all of the terms and conditions of this agreement. if the terms of this agreement are considered an offer, acceptance is expressly limited to such terms. by using the services, you expressly consent to all of the terms and conditions of this agreement and you represent and warrant that (a) you or the entity you represent (“customer”) agree that you have read and agree to be bound by and be a party to the terms and conditions of this agreement, and (b) you represent and warrant that you are authorized to bind the customer to the agreement in which case the terms “customer,” “you,” “your” or a related capitalized term herein shall refer to such entity and its affiliates.

1. FEES PAID TO SURVEYPAL

The Customer pays an agreed-upon fee to Surveypal in exchange for a right to use the Surveypal software (the “License”). Each Customer’s fees may vary, depending upon the Customer’s number of users, services purchased, length of the license, unlimited or limited use and other factors. Unless otherwise agreed Surveypal shall invoice the license fee for the next license period thirty (30) days before the beginning of the next license period. Payment term is fourteen (14) days net from the date of the invoice. The fees, payment terms and other license details may be separately agreed upon in an Surveypal Service Agreement between the Customer and Surveypal.

The Surveypal Service Agreement is either: (1) the online order that a Customer has submitted to Surveypal as approved by Surveypal; or (2) any other written order (electronic or in paper form) submitted by a Customer to Surveypal as approved by Surveypal. Please obtain an approved Service Agreement from Surveypal before accessing the Surveypal software.

The Customer’s fees payable to Surveypal will remain unchanged for certain time periods if so stated in the Surveypal Service Agreement. However, Surveypal reserves the right to revise its fees at any time by providing a two (2) month written notice to the Customer. In case of a price increase, the Customer has the right to terminate the Agreement at the end of the then-current license period. In this case the old license fees shall remain unaffected until the end of such period. However, changes to pricing due to changes in legislation or other regulation will take effect immediately. The then-current fees will apply to any renewals or Customer requests for changes to the Surveypal Service Agreement.

2. SURVEYPAL SOFTWARE LICENSE

In exchange for the fees the Customer pays, the Customer receives a license from SurveyPAL to use the SurveyPAL software and those services which each Customer chooses to purchase. The license is subject to the terms and conditions in this Agreement and to timely payment of all the fees listed in the SurveyPAL Service Agreement.

The Customer may continue to use the SurveyPAL software and services so long as the fees remain paid and the license is not suspended or terminated for a breach of this Agreement, but a Customer does not have any right to use the software or services after a license has been suspended or terminated, for non-payment or any other reason, or after a license has expired without payment for a license renewal. The license cannot be transferred by the Customer (except by a permitted assignment of this entire Agreement).

The Customer does not receive the ability or right to download the SurveyPAL software onto any user's computer equipment, but only a license to use the SurveyPAL software on the SurveyPAL servers and/or in combination with software on a user's computer. The Customer must inspect the proper functioning of the SurveyPAL software upon being granted an access to it. Unless the Customer issues a written notice of the SurveyPAL software not functioning properly latest two (2) weeks from being granted access rights to it, the SurveyPAL software shall be deemed to function as agreed.

The license shall remain in force for the license period defined in the Service Agreement. If the Service Agreement is not terminated latest one (1) month before the end of the then-current license period, the license shall be renewed for a consecutive license period of the same length as the previous one.

3. SURVEYPAL OBLIGATIONS

The Customer's license to use the SurveyPAL software enables the Customer to design and publish survey forms and to analyze responses. The SurveyPAL software is a tool, to be used by the Customer, for the Customer to create its own personalized surveys.

SurveyPAL will supply the Customer with user-specific identification to enable user access to the SurveyPAL software. User identifications will be managed jointly by SurveyPAL and the Customer, depending upon the Customer's need to balance efficient access with the access restrictions the Customer wants. The Customer is required to update SurveyPAL regarding the Customer's current users for identification purposes and to maintain the security of its users' identification information.

Unless the parties have specifically agreed upon a shared user ID -model, Individual users are not permitted to share their identifications, because the license under this Agreement – and the corresponding license fees – are based upon a specific number of users of the SurveyPAL software under the Customer's license. Sharing of identifications is an impermissible way for a Customer to circumvent paying appropriate fees to SurveyPAL. The Customer is responsible to ensure that the Customer's personnel comply with these requirements.

Surveyypal may provide (via the Surveyypal website or by other means) a brief tutorial introduction, training and other guidance for users depending upon the services purchased by the Customer. Upon separate agreement users may also have access to other types of assistance, training and information from Surveyypal and others.

All data gathered by the Customer's surveys is treated as strictly confidential by Surveyypal.

Surveyypal will have limited access to Customers' data for functionality purposes, and may use aggregate data, de-identified data and statistics to monitor or to improve the Surveyypal software or to provide enhanced services to Customers, but only to the extent that such data use is strictly consistent with Surveyypal's confidentiality, privacy and security obligations, certification and policies. Surveyypal information security policy is available for review upon request.

Surveyypal offers special services to assist Customers with enhanced privacy needs, but the Customer understands that surveys may be distributed to many people by users, and Surveyypal is unable to monitor or to control the actions of survey recipients who may distribute information to third parties. The Customer must determine what steps it will take to guard against unwanted distribution of the Customer's surveys, results or any other information.

Surveyypal provides region-specific Customer support and technical support services, which may vary depending upon the services purchased by the Customer. Surveyypal will use all commercially reasonable efforts to promptly address Customer questions and to promptly repair errors and malfunctions in the Surveyypal software.

Temporary interruptions to some or all Customers' access to the Surveyypal software may be required for repair work, and also for technical modifications, updating, installations and maintenance or for the security of communications, as well as under circumstances required by law, government regulation or industry guidelines, statements or recommendations. Surveyypal will provide Customers with reasonable advance notice of interruptions, if possible, and will inform Customers of the status of any interruptions. Surveyypal will use all commercially reasonable efforts to minimize or to eliminate interruptions, but no refunds of fees or other compensation will be provided for temporary interruptions, regardless of the reasons for any interruptions.

4. SURVEYPAL MODIFICATIONS

The Surveyypal software may change from time to time as Surveyypal's software evolves, but Surveyypal does not have an obligation to modify, expand or retain any particular Surveyypal software feature or service. Surveyypal may also change the terms and conditions of the Customer's license and this Agreement at any time.

However, in the event of substantial reductions to the Surveyypal software or services, or changes OF ANY KIND to this Agreement or to the Surveyypal Service Agreement, Surveyypal will endeavor to notify the affected Customers directly via e-mail in a reasonable time in advance of the date the changes will occur.

If the changes materially affect the Customer's use of the software or services, the Customer may then elect to terminate this Agreement to end at the end of the then-current license period by

providing notice to Surveyypal via e-mail within thirty (30) days of the date of the notice of such change. See the "Notices" section in this Agreement for how notices are sent.

Surveyypal will then discontinue the Customer's access to the Surveyypal software and services. The Customer agrees to continue to pay for full access to the software and services even after such notice until the end of the then-current license period.

If the Customer does not provide a notice of termination within the period detailed above, the Customer will be conclusively deemed to have accepted the changes.

5. CUSTOMER OBLIGATIONS

The Surveyypal software is designed to operate on computer systems that meet certain requirements with user interfaces (web browsers) that are compatible with the Surveyypal software. The Customer is solely responsible for the procurement, maintenance and support of all hardware, connections, security functions desired by the Customer and other software required for the proper operation of the Surveyypal software on the Customer's system at its own expense, except for the technical support of the Surveyypal software. The Customer will not receive a refund of fees paid to Surveyypal for any lack of proper operation of the Surveyypal software resulting from any malfunction in the Customer's hardware, connections or other software or resulting from interruptions in the Customer's internet and/or intranet service. As the Surveyypal software, computers, the internet and web browsers evolve over time, the Customer may need to upgrade its systems in order to continue to operate the Surveyypal software in the future. These items are NOT included in what Surveyypal provides, unless specifically agreed in advance and listed as paid for separately by the Customer in the Surveyypal Service Agreement.

The Customer is responsible for making back-up copies outside the Surveyypal's system of all data it enters into the Surveyypal's system. Surveyypal maintains data back-up on a periodic basis via external cloud services, but Surveyypal is not in the routine business of Customer data storage. If a Customer requests Surveyypal's assistance to retrieve Customer data lost due to the actions of the Customer, Surveyypal will charge a separately defined reasonable fee for data retrieval and restoration work, whether or not the Customer's data can be successfully restored.

Surveyypal may delete all data relating to a Customer's account at any time beginning sixty days after termination of this Agreement, unless Surveyypal is expressly informed by the Customer that data retention is required for a valid reason and a specific time period under applicable law, and the Customer pays the separately agreed Surveyypal fees for such data retention. Practices regarding the return or destruction of personal data are defined in the Data Processing Agreement.

The Customer is solely responsible for its surveys, and a Customer may be held legally liable for its survey contents. Even when the Surveyypal software and/or other services provide to the Customer sample surveys or suggestions for any survey or for any particular survey question, or other assistance of any type to create a survey or to handle survey responses or data, it is the Customer's sole responsibility to determine whether each item is appropriate for use under the Customer's conditions, and to interpret any survey responses in light of the Customer's conditions. The Customer agrees that it knows its own business better than Surveyypal personnel ever can.

All surveys are therefore agreed to be customer created surveys under all circumstances. the customer, and not surveypal, is solely responsible for the contents, distribution, accuracy, data and all analysis and interpretation of the results of any survey.

6. RESTRICTIONS

Customers may not represent to anyone (directly, indirectly or by implication) that Surveypal is responsible for anything for which the Customer is responsible. A Customer does not own the Surveypal software or any aspect of the Surveypal software or related materials. No one may copy, edit, modify, reverse engineer or create derivative works of the Surveypal software or any related materials.

Customers may not download, or attempt to download, any portion of the Surveypal software except downloads that are specifically authorized by Surveypal. Even if the Surveypal software is downloaded, changed or anything is added to the Surveypal software, by or for a Customer, with or without Surveypal's knowledge, Surveypal still owns the software as modified.

Surveypal is the sole owner and/or authorized licensor of all intellectual property rights, including copyrights, patents, trademarks and trade secrets related to the Surveypal software and to any modifications, updates and future new versions of the Surveypal software.

Customers can purchase ONLY a temporary license to use the software as provided by this Agreement. No statements or actions by anyone may be construed as a sale, perpetual license, release or any other transfer or waiver of Surveypal's rights in the Surveypal software. Customer may not re-sell licenses to use the Surveypal software. Parties may separately agree upon the use of Services through API -interface. Customer may not disclose any user-specific- or general access details or API keys to any third parties or itself use them for the benefit of third parties.

A Customer does not exclusively own any of the surveys' contents, even if a Customer creates that content, and a Customer will not receive compensation for any content. For example, if a Customer creates a clever way to ask a particular question in a survey, that does not prevent others from using that same question in their surveys. Surveypal is unable to monitor the wording of all survey questions by all users to know whether others may use similar or even identical wording in their survey questions. However, if a Customer's survey form includes any items that a Customer legally owns, such as a company logo, trademark or slogan, the Customer will continue to own such items. Finally, a Customer does own their survey data and user data, and all information attached to it.

In the event of non-compliance with the restrictions on user actions in this Agreement by any user identified with a Customer, Surveypal may suspend access to the Surveypal software and all services by all of the Customer's users, after notice. Surveypal and the Customer will then determine the actions to be performed by the Customer to cure the violation and to ensure future compliance, after which access may be reinstated.

In the event of continuing non-compliance, Surveypal may then terminate the Customer's license without further notice and without any refund of the fees paid, to the fullest extent permitted by applicable law, without any limitation of Surveypal's other legal rights.

The Surveyypal software may be used for any purposes determined by the Customer, but Surveyypal maintains a strict policy of social responsibility. The Surveyypal software may not be used for PROHIBITED USE such as pornography, obscenity, abuse, threats, underage exploitation, racist or anti-ethnic content, defamation, harassment, invasion of privacy, corporate espionage, hacking, distribution of viruses or other malicious software, piracy, spam, impersonation, misrepresentation of a survey's purpose or the surveyor, infringement of patents, copyrights, trademarks and trade secrets or in connection with any other actions that are illegal in: (a) any location from/to which a survey is sent; (b) any location in which a survey is created; or (c) any location in which a license to use the Surveyypal software is granted or accepted. The Surveyypal software may not be used indirectly to promote, condone or assist any such prohibited use even if a survey itself does not contain a direct violation.

Neither the Customer nor any user identified with the Customer may use hidden files, private passwords, restricted access or any other means that prevent Surveyypal personnel from determining if a user is engaged in prohibited use. Use of any such methods will be conclusively deemed to indicate that the user is engaged in prohibited use even without any additional evidence of prohibited use (Customers can use other Surveyypal services to create legitimately private or password-protected surveys and to properly restrict access to surveys or data).

Surveyypal is nevertheless unable to monitor the contents of surveys or the actions of Customers. Surveyypal does not routinely examine surveys before or after they are distributed and Surveyypal cannot provide information to Customers about legal requirements or restrictions in any location. Surveyypal is therefore not responsible to any other party for a Customer's violation of this policy.

7. PERSONAL DATA

Surveyypal processes the data included in the service within the EU. With regards to the EU General Data Protection Regulation (2016/679) ("Regulation") Customer is considered as the data controller of any personal data included in the Surveyypal software. In case the surveys created by the Customer collect any personal data of the respondents, Customer is obligated to provide the respondents any such information about the use of the collected personal data as may be required by the applicable privacy- and/or data protection legislation, including the Regulation. Surveyypal shall act as the data processor of the Customer's personal data on behalf of the Customer. Surveyypal and Customer shall agree upon a separate data processing agreement regarding the use of personal data of Customer by Surveyypal.

In order to manage the use of the Surveyypal software, Surveyypal maintains a register of the test- and user credentials and contact information of Customer personnel. Regarding this information, Surveyypal shall be considered as the data controller as defined in the Regulation. Surveyypal processes this personal data in accordance with its privacy policy, available at <https://www.surveypal.com/privacy-policy>.

Surveyypal also uses cookies and other tracking technologies in the software to ensure development of the software further. More information about Surveyypal cookies can be found from: <https://www.surveypal.com/cookie-policy>

8. NOTICES

Surveyppal will provide Customers advance notice of the termination or suspension of a Customer's rights to use the Surveyppal software or service as follows:

1. Suspension of access to the Surveyppal software or to any services for non-payment: 14 days
2. Violation of this Agreement's terms (for example, unauthorized sharing of user access identifications by a Customer's personnel or other violations which the Customer may cure): 7 days
3. Violation of this Agreement for serious matters (for example, prohibited use) may require only such notice, if any, as is appropriate under the circumstances determined in the sole discretion of Surveyppal or as permitted/required by applicable law.

Notices can be provided by Surveyppal and the Customer to each other by sending an e-mail to to such e-mail address specified as the proper address for formal notices relating to this Agreement.

Neither Surveyppal nor the Customer is required to send multiple notices, and notice is conclusively deemed to have been provided if actual receipt of any e-mail fails through no fault of the sender, provided that the e-mail sender can demonstrate commercially reasonable efforts to provide notice.

If a Customer's rights to use the Surveyppal software or services are suspended or terminated for any reason, the then-current Surveyppal charges for re-connection of the software and services must be paid by the Customer before restoration of access.

9. EXCLUSIONS AND LIMITATIONS OF LIABILITY

The Customer and Surveyppal agree that, in order for Surveyppal to be able to make the Surveyppal software and services available to the Customer at the price(s) the Customer has agreed to pay, both parties have consented to certain exclusions and limitations to their potential future liabilities to each other.

Without these exclusions and limitations, one or both of the parties to this Agreement would not do business with the other at the price(s) agreed upon, so these limitations are agreed by both parties to be mutual and essential consideration for this Agreement and the price(s) in the Surveyppal Service Agreement.

Surveyppal and the customer expressly agree that the surveyppal software and services are provided "as is" except as otherwise specifically stated in this agreement. surveyppal makes no representations whatsoever regarding the accuracy, completeness or quality of data or information obtained by the customer from any survey, respondent or user of the surveyppal software or services. the customer is solely responsible for evaluating all data and information obtained in any way in connection with the surveyppal software or services. surveyppal provides no guarantees with respect to software, connection, speed, reliability, consistency or security. all such issues are frequently internet network dependent and are therefore beyond surveyppal's control. surveyppal is not responsible for any person or company linked to/ from surveyppal's website.

To the fullest extent permitted by applicable law, Surveypal, its affiliates, and their respective shareholders, directors, agents, servants, officers and employees hereby disclaim all warranties, express or implied, with regard to such data, information and the Surveypal software and/or services, including without limitation any implied warranties of merchantability and fitness for a particular purpose.

Neither party nor its affiliates, nor their respective shareholders, directors, agents, servants, officers and employees will be liable for any indirect, punitive, incidental, special or consequential damages, including without limitation damages for lost profits, lost revenue, loss of use or data or costs of cover, even if a party has been advised of the possibility of such damages and even if such damages arise out of a breach of this agreement.

In the event that, notwithstanding these exclusions and limitations of liability, either party or its affiliates, or their respective shareholders, directors, agents, servants, officers and employees, are liable for any amount under any theory of recovery for any reason relating in any manner to this agreement, the total liability will not exceed fifty (50) per cent of the total amount paid by the customer to Surveypal in the last twelve (12) months preceding the time of the reason for which any liability first arose. This limitation of liability will not apply in case of a specific determination under applicable law of a party's gross negligence or willful misconduct.

Surveypal and the customer hereby specifically agree that the foregoing exclusions and limitations of liability will apply even if they would cause any claimant's remedies to fail of their essential purpose.

Notwithstanding any of the foregoing exclusions and limitations of liability, Surveypal and the customer will each fully indemnify and hold harmless the other party, its affiliates and their respective shareholders, directors, agents, servants, officers and employees for all actual losses and liabilities in any amount including without limitation all expenses and attorney's fees incurred in defending against and/or settling any claims of any type asserted against either party by a third party which are the consequences of, or attributable to, any breach by a party of its obligations in this agreement, whether or not such claims are formally filed in any court, government agency or any other dispute resolution body.

10. ASSIGNMENT OF AGREEMENT

This Agreement and the license provided by this Agreement may be assigned by Surveypal to an affiliate of Surveypal, provided that the assignment includes an assumption of all obligations and rights or, in the event of a partial assignment, that another affiliate of Surveypal agrees to retain the non-assigned obligations and rights. Customer may not assign this Agreement or the license provided by this Agreement to any third party without the express written consent of Surveypal.

Assignment of any type is not permitted by or to a party who repudiates or contests any obligation or right under the Surveypal license, this Agreement or the Surveypal Service Agreement. An assignment may not result in circumstances that are contrary to the intent or purpose of any provision of this Agreement or the Surveypal Service Agreement (for example, an increase in the total number of authorized users under the Customer's license) without the other party's written consent.

An “affiliate” means any company or companies that controls, is controlled by, or is under common control with the party (“control” meaning the direct and/or indirect ownership of at least 50% of the voting share capital of any company or other legal power to designate a majority of the company’s principal management body).

11. GENERAL

Unless specifically agreed otherwise in the Surveyypal Service Agreement, Surveyypal has the right to use the Customer’s name and logo as a reference in Surveyypal’s communications and advertising. The Customer will provide to Surveyypal any logo requirements. Unless agreed otherwise, Surveyypal may also add identifying information to all Customer surveys (such as “powered by www.surveypal.com”) or a similar message.

Surveyypal and the Customer agree that the Customer, and not Surveyypal, is solely responsible for determining which laws and other regulations may apply to the Customer’s use of the Surveyypal software and services, and for determining the Customer’s obligations under such laws and regulations.

If the performance of any obligation under this Agreement by either party is prevented or affected by any event beyond the reasonable control of such party (force majeure) the affected party must give notice to the other party of such circumstances as promptly as possible under the circumstances. In such event, the affected party’s obligations under this Agreement will be suspended temporarily during the period of such force majeure to the fullest extent that is commercially reasonable. Surveyypal is not obligated to extend any license time period even if force majeure prevents a Customer from using the Surveyypal software or services.

Surveyypal and the Customer agree to resolve all disputes of any type through good faith negotiation. In the event that negotiations fail to resolve any dispute, such disputes will be resolved in the District Court of Surveyypal’s domicile, unless another forum is strictly required by applicable law. No consent to any other jurisdiction or venue by either party may be implied as a result of any statement or action. This Agreement and all actions taken in connection with this Agreement or in connection with the Surveyypal software and services will be governed by the laws of Finland, without giving effect to any principles or conflicts of law, regardless of the venue.

This Agreement (combined with any Surveyypal Service Agreement and its appendices for fees, payments and other terms) comprise the entire agreement between Surveyypal and the Customer. Neither party has relied upon, nor will it have any remedy based upon, any other agreement, warranty, statement, representation or understanding, written or oral, all of which are deemed cancelled by the Customer’s acceptance of this Agreement. If any term of this Agreement is found to be void or unenforceable, all other terms will remain in full force and effect, and will be construed to fulfill the agreement’s intended purpose.