
TERMS OF USE

WorldAPP will provide online hosting and other services to you, our Customer, under the following terms:

- You acknowledge that WorldAPP does not regulate and is not responsible for the content of information, files, images, or other communication transmitted to or by Key Survey.
- You, the Customer, warrant that you have all rights necessary lawfully to submit all information and materials that you upload to Key Survey, including, but not limited to, all intellectual property rights.
- You, the Customer, agree not to publish or transmit any unlawful, harmful, threatening, abusive, harassing, defamatory, or racially or ethnically derogatory content, or any content expressing hate toward any person or group of persons due to race, religion, color, creed, national origin or sexual orientation.
- You, the Customer, agree to indemnify, defend, and hold WorldAPP harmless from and against all actions brought by a third party as a result of the publication or transmission of such material or information as described above or as a result of your use in any way of the services provided by WorldAPP.

Zero Spam and Offensive Content

Supplier has a zero-tolerance policy against e-mail 'spamming'. As a condition of using the Subscribed Services, Customer agrees to make commercially reasonable efforts to ensure that any email messages Customer sends using the Subscribed Services abide to requirements of CAN-SPAM act and other applicable laws. Supplier reserves the right to monitor Customer's usage of the Subscribed Services and suspend Customer's access to the Subscribed Services if Supplier judges Customer's usage to be 'spamming' or otherwise offensive.

Commercial Emails

WorldAPP's email distribution functionality is not to be used to send emails that are encouraging recipients to purchase specific products or services, or collect information that will later be used to sell products or services to specific recipients. Our customers can use their own email software or that of a third party to send out the invitations, and WorldAPP's data collection software can be used to capture resulting information. Since some WorldAPP data collection functionality depends on WorldAPP's software sending out email invitations, some functionality may not be available to our customers when emails are sent outside of the WorldAPP data collection system.

Unusual Transaction Policy

Customer understands that there is a 'heavy launch' algorithm used within the Supplier's application used to identify large e-mail distribution launches that could potentially affect system performance. This algorithm calculates amount of complex logic, number of questions, number of recipients, etc. If survey distribution has potential for causing system slowdowns, the 'heavy launch' will be triggered and this will require WorldAPP support intervention. Supplier's support team will assist with the launch of the survey within 24-48 hours of this request, typically during non-business hours to ensure there are no issues with the system.

Termination

If, at any time, we, WorldAPP, believe that you are in breach of any of the terms and conditions contained in this agreement, WorldAPP may immediately terminate its obligations under this agreement without liability to you, the Customer.

No Warranties

WorldAPP makes no warranties of any kind, expressed or implied, for the services to be provided hereunder.

Trial Account

Trial account is accessible during the period of thirty (30) days starting on the date of registration.

Trial account users have twenty (20) credits and the ability to distribute a survey(s) up to fifty (50) times. One (1) credit equals one (1) completed and submitted survey.

Trial account users are not limited to the number of surveys (active or inactive). If the surveys of a trial user receive more than twenty (20) survey submissions, the trial user will be able to see only the first twenty (20), as he/she will have only twenty (20) credits. Any additional submissions will become available when the trial account is upgraded to a paid account.

You, the Customer, agree that WorldAPP shall not be liable to you for any losses or damages of any kind, including, but not limited to, those that may result from service interruptions, delays, non-deliveries, or mis-deliveries. Additionally, WorldAPP makes no warranties regarding its ability to recover, and shall not be liable to you for lost data, lost files, or other information, regardless of how or why data is lost.

WorldAPP specifically informs you that the following information in your account cannot be restored:

- if removed/deleted: survey questions, answer options from survey questions, inserted report items (crosstabs, statistics, filters, etc.); surveys, reports, individual responses, and list of incompletes.
- if changed/edited: survey layout design, logo, other survey settings (logic, alerts, questions order, etc.)

Billing Policies

WorldAPP will send service invoices to you, the Customer, in advance of your receipt of services.

You agree to submit payment in the amount and currency specified in each invoice upon receipt.

Accounts thirty (30) days past due are subject to suspension or termination and a service resumption fee. Cancellation of an account will result in deletion of all of your files, including Email.

You further agree that submission of credit card information to WorldAPP shall constitute your authorization to bill the specified credit card for all fees that you owe or will owe to WorldAPP.

Late Fee Penalty: Key Survey will apply a late fee charge per month of 1.5%, or the most permitted by law, whichever is greater, on each past due balance not paid within thirty (30) days of the date shown on each invoice.

Litigation and Attorney's Fees

In the event that any dispute arises out of or relating to this agreement, such dispute shall be resolved in a court of competent jurisdiction located in Delaware, USA, under Delaware law, and the prevailing party in any such dispute shall be entitled to reasonable costs, including collection costs and attorney's fees.

Entire Agreement and Severability

This represents the complete agreement and understanding between WorldAPP and you, the Customer, with respect to the subject matter herein. In the event that any term or provision of this agreement is held by a court to be unenforceable, the remaining provisions shall remain in full force and effect.

Legal Notices

Under California Civil Code Section 1789.3, you are entitled to the following specific consumer rights information:

(a) Contact Information.

You can contact us at:

**WorldAPP, 161 Forbes Road,
Braintree, MA, 02184,
or by phone 781-849-8118**

(b) Complaints.

The procedures that you may follow to resolve a complaint regarding this Site are as follows: Contact the California Department of Consumer Affairs to resolve a complaint.

The Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs may be contacted in writing at 1020 N. Street, #501, Sacramento, California, 95814, or by telephone at (916) 445-1254. You can obtain further information regarding use of this Site by contacting the California Department of Consumer Affairs.

Intellectual Property

The Web site and the materials on it are owned by or licensed to WorldAPP, Inc. and protected from unauthorized copying and dissemination by the U.S. Copyright Act (<http://www.copyright.gov/title17/>), U.S. Trademark Law (<http://www.uspto.gov/web/offices/tac/tmlaw2.html>), international conventions, and other intellectual property laws. Unauthorized use is prohibited. If content originates from other writers, publishers, consultants, or business professionals, that content remains the copyrighted property of those contributors and may not be copied or published without their express permission.

Storing Data after the Agreement Termination

WorldAPP shall keep Customer's data on its production servers for one year after the Agreement termination in order to provide Customers with an opportunity to access Customer's data within this period, if required. The data stored at the backups will be deleted within a year from the date of deletion of data from the production database. Customer's data stored after the Agreement termination is subject to compliance with the terms of the data protection and confidentiality obligations within this Agreement.

Data Transfer

If other data transfer terms are not committed to in the Master Services Agreement signed by WorldAPP and Customer, Customer and WorldAPP hereby agree to comply with all applicable laws and regulations regarding the data protection and cross border transfer of data.

Customer and WorldAPP acknowledge and agree that Standard Contractual Clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC of the European Parliament and of the Council (https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/model-contracts-transfer-personal-data-third-countries_en) shall be incorporated into the Master Services Agreement/Terms of Use (as applicable) by reference for the processing of EU data subjects' personal data which is not covered by WorldAPP's participation in the Privacy Shield. For the Standard Contractual Clauses, Customer shall be the data exporter and WorldAPP shall be the data importer. Appendix 1 to the Standard Contractual Clauses incorporated into the Master Services Agreement/Terms of Use (as applicable) can be found here: <http://docs.worldapp.com/collateral/appendix1-standard-contractual-clauses.pdf>. Appendix 2 to the Standard Contractual Clauses incorporated into the Master Services Agreement/Terms of Use (as applicable) can be found here: <http://docs.worldapp.com/collateral/appendix2-standard-contractual-clauses.pdf>.

Data Processing

In case Customer submits personal data of EU data subjects into WorldAPP's platform and to WorldAPP, unless agreed differently under a specific contract, Customer and WorldAPP commit to abide by the Data Processing Agreement, which can be found here: <http://docs.worldapp.com/collateral/data-processing-agreement.pdf>.