



This Agreement contains the terms and conditions that govern the access and use of SurveyOptic (the 'Service').

## Use

SurveyOptic is a service provided by SocialOptic Ltd (the 'Supplier').

A login is for the exclusive use of one person. The User (the individual who has created a user account) should provide a valid email address, and if required for billing purposes, a billing address.

Subject to the terms of this Agreement, the Supplier hereby grants to the User a non-transferable, non-exclusive, licence to access and use the Service. Except for the rights specifically granted under this Agreement, the User is not given any right, title or interest in or to the Service.

The User is responsible for maintaining the security of their password. The Supplier cannot and will not be liable for any loss or damage from failure to do so.

## Content and Access

The User is responsible for all Content posted and activity that occurs under their login, and commits not to use the Service for any illegal or unauthorised purposes.

The User is responsible for retaining back-up Data for any period of time as may be necessary to avoid loss or damage to the Data arising from the Services. The User shall hold the Supplier harmless from any claims or loss which could have been mitigated but for the Client's failure to do so.

SocialOptic Ltd reserves the right, without obligation, to suspend or terminate accounts and to refuse use at its sole discretion. All Content shall remain the User's sole property or the property of its respective legal owner. The Supplier shall have no liability for such Content. By uploading third party content, the User represents and warrants that to the best of its knowledge,



it has obtained all necessary licences, permissions, consents and agreements necessary for the lawful use of such third party content by the Supplier and by third parties in accordance with this Agreement and in order for the Supplier to provide the Service.

The User acknowledges and agrees the Supplier does not control the Content posted by Users or third parties, and does not guarantee the accuracy, integrity or quality of such Content. Under no circumstances will the Supplier be liable in any way for any third party Content, including, but not limited to, any errors or omissions in any third party content, or any loss or damage of any kind incurred as a result of the use of any third party Content made available via the Service.

SocialOptic shall not be liable to the User or to any third party for any modification, price change, suspension or termination of the Service.

## **Confidentiality**

Each Party agrees to keep confidential, and not to use or disclose, other than as permitted by these Terms, any Confidential Information of the other Party unless the express consent of that Party is obtained in writing. Each Party who discloses Confidential Information of the other Party pursuant to these Terms must ensure that such recipients agree to maintain confidentiality and not disclose the Confidential Information to any other party.

## **Payment**

In the event that any payment due is not made within 30 days of commencement of the Service, the Supplier will be entitled to levy interest and associated charges as prescribed by the Late Payment of Commercial Debts (Interest) Act 1998, such late payment charges to be payable immediately by the Client on notification by the Supplier. In addition, the Client will reimburse the Supplier for any expenses reasonably incurred by the Supplier in the collection of such overdue payments.

## **Liability**

The User expressly understands and agrees that the Supplier shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data or other intangible losses (even if the Supplier has been notified of the possibility of such damages). The Supplier assumes no responsibility for



technical support or problems arising from or relating to third party systems.

Nothing in these Terms shall operate to exclude or limit the liability of either Party to the other for fraudulent misrepresentation or for death or personal injury arising out of its negligence nor for any other liability which cannot be excluded or limited by applicable law.

## Disputes

Any dispute, controversy or claim arising (a 'Dispute') shall be resolved as provided in these conditions. Prior to the initiation of formal dispute resolution procedures, the Parties shall communicate as often, and for such duration and as promptly as the Parties reasonably deem necessary to discuss the Dispute and negotiate in good faith in an effort to resolve the Dispute.

If the User and the Supplier are unable to resolve the Dispute within thirty days after the referral of the Dispute to them, then each Party will appoint a senior executive to negotiate the matter in good faith in an effort to resolve the Dispute without the necessity of any formal proceedings.

## Governing Law

This Agreement is governed by the laws of England and Wales. The Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

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