

Terms of Service

These terms cover all agreements between Motivational Landscape and any customer, third party or other counterpart, unless otherwise agreed by written agreement by the Parties in relation to a specific Order.

Motivational Landscape Terms of Service (“Terms”) These Terms may be updated from time to time as explained herein. Please refer to these Terms regularly to ensure your compliance. They can be found at www.motivationallandscape.com.

Acceptance of Terms

Please read these Terms carefully before using our **“Website”** or the products or services offered by Motivational Landscape (the **“Services”**). These Terms take effect when you click an “I Accept” button or checkbox presented with these Terms or when you use any of the Services or Website, whichever occurs first. You represent to us that you are lawfully able to enter into contracts (e.g., you are not a minor). If you are agreeing to these Terms on behalf of an entity, you represent to us that you have legal authority to bind that entity. For purposes of these Terms, **“you”** means you and the entity you represent and also refers to any person accessing the Services by any method on your behalf.

Description of Motivational Landscape Services

Motivational Landscape Production IVS (**“we”** or **“us”**) provides two types of Services:

“Subscription Services”, which are the series of proprietary computer software programs developed by us as delivered to you that facilitate and automate the process of conducting surveys, polls, intercepts, and reports (**“Software”**), products and related systems, security, updates and improvements thereto, and support services accessed by you using a web browser and the Internet; and

“Individual Services”, which are Services other than Subscription Services that we perform or provide, including the development and delivery of certain deliverables (**“Deliverables”**) specified in an Order. Individual Services are purchased on a project basis.

For purposes of these Terms, data includes all survey responses, reports, and any other information input or generated on your behalf in connection with the Services (**“Data”**).

Subject to your compliance with these Terms and your payment of any applicable fees, effective upon the execution of an applicable Order, Motivational Landscape grants you a non-exclusive, non-transferable, royalty-free, revocable license to use the Services for your own internal business purposes.

Motivational Landscape may make modifications to the Services at any time in its sole discretion.

The customer can terminate the Subscriptions Services to the end of the current period or with 30 days' notice, whatever comes first.

The customer can choose a free trial period on 30 days on the subscription and the customer is entitled to cancel the subscription in this period without any notice.

Fees

All fees are stated in USD unless otherwise agreed. You will pay us those fees and charges specified on the applicable Order. You are responsible for all applicable taxes on the fees and charges paid by you, including any and all sales and use, but not any taxes imposed on Motivational Landscape's income. Value-added taxes (moms) will be applied to Danish customer with 25% of the fees and to EU customer if so stated in Danish & EU legislation.

You are responsible for paying any fees you incur for exceeding limits on responses or users or otherwise on your account.

Unless otherwise agreed the subscription fees are payable on the last Banking day of the current subscription period.

Your Data

You own all right, title, and interest in all Data. Except as provided in the following paragraph, all such Data are deemed Confidential Information (defined below) and will not be used by Motivational Landscape for any purpose other than to perform its obligations under these Terms. You represent, warrant, and covenant that

- (i) you have obtained, or you will obtain all consents necessary, and
- (ii) that you have appropriate legal bases under applicable data protection laws for using and processing the Data in accordance with these Terms.

You hereby grant to Motivational Landscape a non-exclusive, worldwide, royalty-free, fully paid up, sublicensable (directly and indirectly), transferable, perpetual, and irrevocable license to anonymize and aggregate the Data and use such anonymized and aggregated data ("**Usage Data**") for our business purposes. We will own all right, title, and interest in Usage Data. Usage Data will not include personally identifiable information and will only be used on an aggregated basis with similarly anonymized data of other Motivational Landscape customers. Usage Data will not be considered your Confidential Information.

At the latest 90 days after terminating a Subscription all your Personal Data will be erased from our Database without further notice or at any earlier date if so requested by the Customer.

Use of the Services

The Services are designed to be used through a supported modern web browser and an Internet connection.

You are responsible for controlling access to your account, including by creating a strong password, protecting that password, and preventing unauthorized account usage.

You are responsible for creating backups of your Data.

If using the Services to email third parties, you will ensure that the third parties have validly consented to receive communications from you or you have a valid legal basis for contacting such third parties.

Some Services may be subject to additional terms specific to those Services as set forth in our Annex 1.0, which are incorporated herein to the extent applicable.

Unacceptable Usage

You are solely responsible and liable for all Data and the manner in which you collect or distribute Data to third parties. We reserve the right to remove any Data from our Service that we determine is in violation of these Terms. If Data contains personal data, including special categories of personal data or personal data related to criminal convictions and offences, related to EU citizens, you shall ensure that any such personal data is collected and processed in accordance with applicable data protection law, including the General Data Protection Regulation (“**GDPR**”).

We may suspend your account at any time without notice for conduct that violates these Terms.

Additionally, you will comply with the Acceptable Use Policy (Annex 2.0).

You must comply with all applicable laws, rules, regulations, and guidelines, including those governing privacy, data protection, and spam. Spam includes unsolicited mass e-mail or other messages, promotions, advertising, or solicitations. You agree not to send email messages to any person that has opted out or otherwise objected to receiving messages from you or another sender on whose behalf you are acting. In plain words, you agree not to send spam.

If your use of the Services requires you to comply with specific regulations, you are solely responsible for such compliance, and you will not use the Services in a way that would subject us to those specific regulations without our prior written agreement.

You may not make the Services available to, or use the Services for the benefit of, anyone other than you or your users. User accounts cannot be shared by multiple individuals, and each individual should have their own user account to use the Services. A “user” means your employee or other personnel who has been issued an individual password or other secured means of accessing the Services on your behalf.

Motivational Landscape Software

We and our licensors own all right, title, and interest in and to the Services as delivered, all related Software and technology, the Deliverables (which, for the avoidance of doubt, do not include Data), all of our content provided in connection with the Services, and any Services-related suggestions, ideas, enhancements, requests, feedback, and recommendations provided by you to Motivational Landscape. Nothing contained on this Website or these Terms should be construed as granting any license or right to use any trademark without our prior written permission.

Support

Online support materials for the Subscription Services (“Online Information”) are included with the Subscription Services and are available at www.motivationalandscape.com. You will provide us with all information we reasonably request to enable us to verify and reproduce any errors you report. Certain of our employees may need to access Data to provide the Services. You hereby consent to such access to enable us to provide the Services, which access may include downloading a copy of Data solely for so long as necessary and thereafter deleting such copy.

Confidential Information

“**Confidential Information**” includes these Terms, Orders, other agreements between you and us, business and marketing plans and strategies, non-public business and technology information, trade secrets, Data, any written materials marked as confidential, and any other information, including visual and oral information, which reasonably should be understood to be confidential. Each of you and us will use commercially reasonable efforts, including appropriate technology and industry practices, to ensure the confidentiality, integrity, and security of all Confidential Information. The above confidentiality obligations do not apply to information that:

- a) was rightfully in such recipient’s possession or known to such recipient prior to receipt of such information;
- b) is or has become public knowledge through no fault of the recipient;
- c) is rightfully obtained by the recipient from a third party without breach of any confidentiality obligation;
- d) is independently developed by employees or personnel of the recipient who had no access to such information; or
- e) is required to be disclosed pursuant to a regulation, law, or valid court order (but only to the extent required to comply with such regulation, law, or order and, if permitted by applicable law, with advance notice to the discloser).

Indemnification

To the extent allowed by law, you agree to indemnify and hold us, and if applicable, our licensors and affiliates and each of their officers, directors, employees, and agents harmless against any and all claims and expenses, including reasonable attorneys’ fees, arising from the use of the Services. This indemnification expressly includes your responsibility for any and all liability arising from the violation or infringement of copyrights, trademarks, or other proprietary rights and from the use of any libelous or unlawful material contained within your Data.

Termination

We reserve the right to suspend or terminate your use of the Website and the Services at any time (including by terminating any outstanding Order), without notice, if you are found in violation of these Terms.

Following any termination, Motivational Landscape will discontinue providing Services, and you will cease using Services. Within 30 days after the expiration or termination of each Order, you will pay to Motivational Landscape all outstanding undisputed fees due and owing as of the effective date of termination.

Limitations of Warranties

All services provided by us hereunder are strictly on an “as is” basis. Except to the extent prohibited by law, we expressly disclaim all warranties, whether express, implied, statutory, or otherwise, including implied warranties of fitness for a particular purpose, non-infringement, title, and merchantability, and we do not make any warranties, representations, or covenants with respect to any third-party content, express or implied.

Limitation of Liability

We disclaim any liability for damages caused by our services or the contents of this website, unless due solely to our intentional wrongdoing. Our aggregate liability for any claim or damage arising out of or related to the services or website shall not exceed the fees you have paid us in the 12-month period under the applicable order immediately preceding the event giving rise to such claim. Motivational Landscape shall only be responsible for direct damages. In no event shall we be liable for lost profits, lost data, interruptions of business, or any special, punitive, incidental, exemplary, indirect, or consequential damages arising out of the use of or inability to use this website or the services, regardless of whether we have notice of the potential for such loss or damage.

Other Terms

Entire Agreement: These Terms and any other relevant terms in an Order or in Service-Specific Terms constitute the entire agreement and understanding between you and us. If there is a conflict or contradiction between the provisions of these Terms and any Order, the Order will prevail. Any other terms, conditions, or policies from any other agreements, such as purchase orders, written communications, click-throughs, or oral communications, are null and void.

Assignment: You are not permitted to sublicense the Services or assign the license to third parties without our prior written permission.

Choice of Law and Forum: These Terms and any Order will be governed by the laws of the Kingdom of Denmark without regard to conflicts of laws, provisions thereof and without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act (UCITA). The exclusive jurisdiction and venue for actions related to the subject matter hereof shall be in Copenhagen and both parties irrevocably consent to personal jurisdiction of such courts and waive all objections thereto.

Modifications to this Agreement: We may modify these Terms at any time by posting a revised version on this website (www.motivationallandscape.com) or by sending a message to the email address associated with your account. The modified terms will become effective upon posting or, if we notify you by email, as

stated in the email message, whichever is earlier. By continuing to use the Services after the effective date of any modifications to these Terms, you agree to be bound by the modified terms. It is your responsibility to check this website regularly for modifications to these Terms. We last modified the Terms on the date listed at the end of these Terms.

Severability: If any of these provisions is held invalid, illegal, or unenforceable, such provision will be modified, if possible, to the minimum extent necessary to make it valid and enforceable, or if it cannot be so modified, then severed, and the remaining provisions will not be affected or impaired.

Waiver: Our failure to enforce strict performance of any provision hereof does not constitute a waiver of the right to subsequently enforce such provision.

Third Party Beneficiaries: Except for your indemnification obligations to the persons listed, these Terms create no rights for third-party beneficiaries.

Cumulative Remedies: Except as expressly set forth herein or in any Order, the rights and remedies provided hereunder are cumulative and are in addition to and not in substitution for any other rights and remedies available at law, in equity, or otherwise.

Construction: Unless the context requires otherwise, as used herein, (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation," (b) the word "or" is not exclusive, and (c) the words "herein," "hereof," "hereto," and similar words refer to these Terms and any Orders entered into hereunder.

Disputes: Any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. **You and we each waive any right to a jury trial.**

Motivational Landscape Production IVS, VAT No.: DK40007199, Grondalsvej 36, DK-2000 Frederiksberg

Copenhagen, Denmark May 1st, 2019

Annex 1.0

Service-Specific Terms

The following terms apply only to the specific Services to which the Service-Specific Terms relate. In the event of a conflict between these Service-Specific Terms and the general Terms, the conflict should be resolved in the following order:

- (1) these Service-Specific Terms, and
- (2) the general Term of Service. Capitalized terms used herein but not defined herein shall have meanings set forth in the Terms of Service.

Free Accounts; Trial Accounts

For free accounts or trial accounts, you acknowledge and agree that we may record your interaction with the Services.

We may terminate your free account or trial account

- a) if you exceed the account limits or
- b) in our sole discretion.

Copenhagen, Denmark May 1st, 2019

Annex 2.0

Acceptable Use Policy

You will not do any of the following in connection with your use of the Services or Website:

1. Violate applicable law;
2. Reverse engineer or tamper with the security of the Services or Website;
3. Resell the Services or permit third parties to use the Services or Website without our prior written consent;
4. Make unauthorized copies of any content in the Services or Website;
5. Upload Data that contains or contains links to third-party services, nudity, pornography, obscene content, sex, profanity, or foul language (except for legal and valid research purposes with Motivational Landscapes written consent);
6. Collect or process special categories of personal data or personal data relating to criminal convictions and offences of EU citizens (as defined in the GDPR) other than in compliance with the provisions of applicable data protection law, including but not limited to the GDPR;
7. Upload, send, or store malicious software or Data that condones, promotes, contains, or links to warez, cracks, hacks, their associated utilities, or other piracy-related information;
8. Upload Data that infringes any copyrights, trademarks, patents, trade secrets, or other intellectual property rights;
9. Upload Data that is racist or otherwise extremely offensive to others, including content that aggravates, harasses, threatens, defames, or abuses others;
10. Upload or display Data that exploits images of children under 18 years of age;
11. Upload binary files or executable code;
12. Perform vulnerability tests, network scans, penetration tests, or other investigative techniques on our Software, Services or Website;
13. Use the Services to send links to third-party services;
14. Use the Services in a way that circumvents usage limits;
15. Use the Services to collect Data without appropriate authorization; and
16. Use the Services to collect Data in manner that is out of compliance with your entity's internal policies.

Copenhagen, Denmark May 1st, 2019

Annex 3.0

Privacy Statement

This privacy statement explains how Motivational Landscape handles personal data collected during the normal course of business (sales, marketing, and support), as well as how data are processed in its software and services. Motivational Landscape complies with the EU-U.S. Privacy Shield framework and the Swiss Privacy Shield framework. It retains the American Arbitration Association/International Centre for Dispute Resolution (AAA/ICDR) for disputes.

1. Motivational Landscape software and services

Motivational Landscape creates the most advanced online survey software for corporations, research companies, and universities. The software is provided in an Application Service Provider (ASP) model, accessed using a modern browser via the Internet. All of Motivational Landscape products are self-service, whereby the end-users are solely responsible for what data to collect and from whom. Survey respondents may use mobile devices to complete a survey.

All customer data collected using the software are stored in a single secure data center; data do not “float” around in the cloud.

Surveys may be distributed in numerous ways: via email, a web link, or off-line mobile app. Surveys may require a password or other authentication by the respondent.

2. Data collected during normal business transactions (unrelated to the software)

For the www.motivationallandscape.com site: Motivational Landscape collects and analyzes aggregate information of visitors, including the domain name, visited surveys, referring URLs, and other publicly available information. We use this information to help improve our website and services, and to customize the content of our pages for each individual customer. Cookies may be used to deliver customized content to website visitors. No personal data are collected when browsing this site.

Motivational Landscape does not sell or make available specific information about our customers or their clients except as requested by a valid court order or otherwise required by law. We maintain a database of user information which is used only for internal purposes such as technical support, marketing-related activities, and to notify customers of changes or enhancements to the services. Motivational Landscape uses secure services for online credit card payment transactions and does not record or store credit card information on its site or servers.

3. Data collected by customers

For this section, customers are end-users with valid Motivational Landscape accounts. Customers own and control all information input into the Motivational Landscape software or generated on behalf of customers in connection with the Services (“Data”). Depending on how the Customer chooses to use the software, Data may include personal information. Customers manage all Data, as well as the users who create, manage, distribute, or report the Data.

Motivational Landscape treats all Data as highly confidential and does not classify or represent the Data because only the Customer itself knows what data it's collecting. In other words, Motivational Landscape provides the services, and Customers use the services as they wish. All Data are safeguarded using industry best security practices that prevent unlawful disclosure.

Motivational Landscape will process Data for the purpose of providing the software and services to customers. Motivational Landscape may also anonymize and aggregate the Data and use such anonymized and aggregated data for its business purposes. Customers must ensure that they follow applicable laws when distributing surveys. This includes following applicable law when collecting personal and health information, preventing unsolicited emails from being sent, and deleting personal information when no longer required.

Unless required by law, Motivational Landscape will never transfer Data to a third-party without the written permission of the customer. In other words, there is no onward transfer.

Motivational Landscape enables Customers to be compliant with various privacy-related regulations and laws. Features within the products may be used to modify and delete data, create anonymous surveys, and more.

Motivational Landscape employees do not actively view Data., Any exposure to personal information is incidental to providing the services. Customers could disable Motivational Landscape support from accessing their accounts but doing so may hinder timely responses and the quality of support.

Copenhagen, Denmark May 1st, 2019